

**APPROVED**  
OCT 17 2018

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 18-219

DATE October 17, 2018

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MASTER LEASE AGREEMENT WITH T-MOBILE WEST LLC FOR THE INSTALLATION OF CELLULAR TELECOMMUNICATION EQUIPMENT ON PARK PROPERTY; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE II, SECTION 2(n) OF THE CITY CEQA GUIDELINES (GENERAL POLICY PROCEDURE MAKING)

AP Diaz

V. Israel

*for* R. Barajas

CEP

S. Piña-Cortez

H. Fujita

N. Williams

*[Signature]*  
General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the proposed Master Lease Agreement with T-Mobile West LLC, substantially in the form on file in the Board of Recreation and Park Commissioners' (Board) Office, subject to the approval of Mayor in accordance with Executive Direct No. 3 (Villaraigosa Series) and City Council, and approval of the City Attorney as to form;
2. Find that the proposed Master Lease Agreement is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(n) of the City CEQA Guidelines, and direct Staff to file a Notice of Exemption (NOE);
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE; and
4. Authorize the Board Secretary to forward the Master Lease Agreement to the City Attorney for approval as to form.

SUMMARY

On June 15, 2011, the Board of Recreation and Parks Commissioners (Board) approved Report No. 11-185 which, among other recommendations, included a recommendation to "Approve a proposed Master Lease Agreement and Site Lease Agreement, substantially in the form on file in the Board Office, subject to the approval of the Mayor and the City Council and the City

## BOARD REPORT

PG. 2 NO. 18-219

Attorney as to form". The Board also approved, in that same report, a revised set of "Procedures and Guidelines for Installation of Cellular Equipment on Park Property". The procedures state, "[a]ny installation of cellular equipment on RAP property will require: a. a fully executed Master Lease Agreement (MLA), approved by both the Board and the City Attorney as to form and, if applicable, the City Council." The "Guidelines" state, in part, "Exercise of the initial term and each option will require Board approval."

Any entity seeking to install telecommunication equipment on RAP property will be required to enter into a MLA with RAP. This revocable lease agreement sets forth basic terms and conditions and clearly assigns responsibilities to both the applicant and RAP, however it does not authorize the installation of any specific equipment. A supplemental application, known as a Site Lease Agreement (SLA), will be required for each individual installation and will be subject to the approval of the Board.

The initial term of each MLA is five (5) years. The MLA will remain in effect and be followed by successive one (1) year renewal options with respect to each existing SLA. The MLA and SLA approved by the Board (Report No. 11-185) were the templates to be used for future MLA's and SLA's. The MLA approved by this Report is in substantial conformance with the approved template with updates to required Ordinances as mandated by the City and minor clarifications in the sections pertaining to co-location (2.C, 16.B) as recommended by the Office of the City Attorney.

RAP has been approached by T-Mobile West LLC, a telecommunications company, for the purposes of entering into an MLA with RAP. Entering into this lease agreement does not guarantee subsequent approval for the installation of any specific equipment at any specific location. Each Site Lease installation proposed by the applicant, subsequent to entering into this MLA, will be considered by the Board on its own merit.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project involves entering into an MLA for future consideration of cellular installations in parks. Therefore, Staff recommends the Board finds the project is statutorily exempt from CEQA pursuant to Article II, Section 2(n) for general policy procedure making, except if applied to a specific "project" as defined in State CEQA Guidelines Section 15378. The general review process for future proposed cellular installation projects under the MLA will be completed on a project-by-project basis and additional CEQA determinations will be made at that time for consideration by the Board.

### FISCAL IMPACT STATEMENT

Approval of this MLA shall have no fiscal impact to RAP's General Fund.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning, Maintenance and Construction Branch.

BOARD REPORT

PG. 3 NO. 18-219

ATTACHMENT:

Proposed Master Lease Agreement

MASTER LEASE AGREEMENT

Between

The City of Los Angeles,  
Department of Recreation and Parks

And

T-Mobile West LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Dated \_\_\_\_\_, 20\_\_

## **MASTER LEASE AGREEMENT**

This Master Lease Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_ (“Effective Date”), between The City of Los Angeles, a municipal corporation, acting by and through the Board of Recreation and Park Commissioners, (“Landlord”), and and T-Mobile West LLC a Delaware Limited Liability Company (“Tenant”). Landlord and Tenant may hereinafter be collectively referred to as the “Parties” or individually as the “Party”.

### **RECITALS**

WHEREAS, Landlord holds a fee interest in multiple locations within and outside the City of Los Angeles, California (each such location is referred to individually herein as a “Site” and all such locations are referred to collectively herein as the “Sites”);

WHEREAS, Tenant may, from time to time, desire to lease space at certain Sites in order for Tenant to install, operate and maintain thereon wireless communication facilities; and

WHEREAS, Landlord is willing to lease to Tenant space at certain Sites, from time to time, under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Master Lease.

This Agreement sets forth the basic terms and conditions upon which Landlord shall lease Sites to Tenant. Upon Landlord’s agreement to lease a particular Site to Tenant and as to the particular terms of any such lease, the Parties shall execute a Site Lease Agreement (“SLA”) in the form attached hereto as Exhibit C, which SLA shall be deemed to incorporate each of the terms and conditions set forth herein. The terms and conditions of any SLA shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of this Agreement.

The execution of this Master Lease Agreement, or any subsequent SLA, in no way eliminates the need for Tenant to secure any and all necessary permits from the appropriate agencies. Each SLA will require Tenant to obtain a Conditional Use Permit (“CUP”) from the Department of City Planning in compliance with its land use ordinance, rules and regulations. As a part of the CUP process each proposed project will be reviewed according to the California Environmental Quality Act (“CEQA”).

2. Procedures for Site Selection.

A. This Agreement sets forth the basic terms and conditions upon which Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, from time to time, specified space at such Sites as the Parties may mutually select in accordance with the procedures set forth in this Agreement.

B. Landlord agrees to enter into an SLA with Tenant to lease specified space at each Site selected by Tenant and approved by Landlord as provided below, provided that Tenant’s proposed installation is compatible with existing park related infrastructure and which use is technically feasible. “Technical feasibility” refers to

the ability to make the necessary installation of antennas and equipment, including, without limitation, a tower and base, without creating unsafe conditions, including, without limitation, structural effects, excess cumulative Site emissions, or interference with radio transmission or reception of other users of the same Site at the time the Site is proposed by Tenant. Additionally, no SLA will be entered into should the proposed installation substantially interfere with the primary use of the Site for recreational purposes.

- C. Where two or more telecommunication service providers (each, a “Collocator”) desire to locate equipment at (i.e. attaching equipment to the same support structure) or close to the same site, Tenant agrees to the co-location of antennas and other equipment on Tenant’s support structure (but not within Tenant’s ground space, which is for Tenant’s exclusive use) if: (i) such co-location is technologically feasible, (ii) such Collocator enters into a separate MLA and SLA (“Third Party SLA”) with Landlord, and (iii) Tenant’s support structure can safely support the addition of such provider’s equipment. Should this criteria be met, Tenant shall allow such collaction pursuant to Section 16.B. of this MLA. Tenant shall be entitled to all revenue (including, without limitation, any capital contributions and reimbursements) from the co-location agreement for space on Tenant’s support structure and Landlord shall be entitled to all revenue from the SLA. Tenant also agrees to cooperate fully with the City’s Information Technology Agency in assisting them to determine if co-location is feasible.

Subject to applicable land use regulations, space limitations relating to each Site, and technological and structural limitations, Tenant’s proposed design(s) shall take into account the co-location of up to two (2) additional Collocators.

3. Premises.

Pursuant to the applicable SLA, Landlord shall lease to Tenant and Tenant shall lease from Landlord space at the Site, along with non-exclusive easements for access to Landlord’s right-of-way for ingress, egress and utilities, each as set forth in the applicable SLA (collectively, the “Premises”).

4. Use.

At each Site, the Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair or removal of Tenant’s Facilities (as defined below). Landlord agrees to reasonably cooperate with Tenant, at Tenant’s sole expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant’s intended use of the Premises; however, the obtaining of all such licenses, permits, and approvals are the sole responsibility of Tenant.

5. Tests and Construction.

- A. Conceptual approval of SLA must be approved by the Recreation and Parks Board of Commissioners (“Board”) prior to any test being performed at the Site to determine technical feasibility.

- B. Tenant shall execute a "Right-of-Entry" Agreement with Landlord, the form of which is attached hereto as Exhibit A, after a conceptual approval by the Board, yet prior to the final approval and execution of each SLA by Landlord and Tenant, to enter upon the Premises for the purpose of conducting necessary engineering surveys, inspections, soil test borings, and other reasonably necessary tests relating to Tenant's intended and proposed use of the Premises. Such tests shall be at Tenant's sole cost and expense, and Tenant shall be responsible for any loss and/or damage caused by such tests and shall indemnify Landlord against same, except to the extent caused by Landlord, and shall repair and restore the Site to a good, usable condition, normal wear and tear casualty excepted, following any such tests. No such tests or construction shall interfere with normal park operations or activities.
- C. Upon Tenant's request, Landlord agrees to provide Tenant copies of all plans, specifications, surveys and maps in Landlord's possession or reasonably available to Landlord pertaining to each Site.
- D. None of Tenant's Facilities shall be installed at any Site, nor shall any construction pertaining to Tenant's Facilities commence until:
- (1) Tenant has submitted its construction and installation plans, including structural analysis and any other reasonable documents requested by Landlord, and such documents have been approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed (Landlord shall respond to Tenant's request for approval of Tenant's construction and installation plans and provide Tenant with its requests for changes and/or objections within a reasonable period of time, not to exceed thirty (30) days after Landlord's receipt of any such request from Tenant);
  - (2) Tenant has submitted the names of its contractors to Landlord in writing;
  - (3) Tenant has obtained all necessary governmental approvals and supplied proof of such approvals to Landlord;
  - (4) Tenant has paid the first year's Rent (as defined below);
  - (5) Tenant has received the final approval of the Board; and
  - (6) Landlord has provided Tenant written notice permitting Tenant to commence construction ("Notice-to-Proceed"). Upon Tenant's receipt of a Notice-to-Proceed, Tenant shall notify Landlord (using the contact information found in Attachment 3 of the applicable of SLA) of Tenant's intent to commence construction. Such notice shall be required at least seventy-two (72) hours prior to construction. Tenant shall not commence installation of its equipment at any Site until Tenant has submitted evidence of compliance with the insurance and safety requirements as pertains to the Site contained in this Agreement and, as applicable, the SLA.
- E. Tenant shall provide all labor for the installation, maintenance and repair of Tenant's Facilities at Tenant's sole cost and expense.

- F. Upon the completion of Tenant's Facilities' installation, but in no event later than thirty (30) days following such completion, Tenant shall provide Landlord with as-built drawings of the equipment installed on the Premises.
- G. Notwithstanding anything to the contrary in this Agreement or any SLA, after the initial construction and installation of the Tenant's Facilities on the Premises, Tenant may add to, improve, alter or otherwise modify Tenant's Facilities subject to Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, prior to commencing any modifications, Tenant must provide Landlord with prior notice of any modifications; however, Landlord's consent shall not be required, if these modifications do not (i) increase the dimensions, or extend beyond the boundaries, of the Premises, or (ii) increase the height of the tower or other antenna support structure installed by Tenant on the Premises. Tenant has the right to replace existing equipment with substantially similar equipment without the necessity to obtain Landlord consent provided that the new equipment does not exceed the footprint of the original approval (in number, dimension, or location) and does not require additional regulatory approval from any other authorizing agency.
- H. Tenant shall take all precautions necessary to ensure the safety and protection of all persons and materials at the Site while accessing the Premises or performing any work at any Site. Tenant shall give any applicable notices and comply with all applicable local, state and federal laws, ordinances, rules, regulations and orders related to Tenant's work and persons, property and worker safety on the Site. Such compliance shall include, but not be limited to, the most recent revision of 29 CFR §§ 1910 *et seq.* and 29 CFR §§ 1926 *et seq.* (commonly known as OSHA code), in addition to any pertinent Federal Communications Commission ("FCC") and environmental, laws, rules and regulations. If Landlord becomes aware of a Tenant violation, it may require Tenant to immediately provide additional safety precautions, in Landlord's reasonable discretion, including but not limited to an on-site safety supervisor at Tenant's expense or to cease construction and operation of the pertinent Site.

6. Term.

- A. Master Lease Agreement ("MLA"). The initial term of this MLA shall commence on the Effective Date and, unless terminated earlier in accordance with Section 13 below, shall continue for a five-year period following the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this MLA shall automatically renew for successive one-year (1) periods unless Landlord notifies Tenant of Landlord's intention not to renew or Tenant notifies Landlord of Tenant's intention not to renew at least ninety (90) days prior to commencement of a successive one-year (1) renewal period; provided, however, that this MLA will in any event remain in effect with respect to each fully executed SLA for so long as said SLA remains in effect in accordance with the provisions of this MLA and the SLA.
- B. Site Lease Agreement ("SLA"). The term of each SLA shall be five (5) years commencing on the earlier of (i) the first (1<sup>st</sup>) day of the month in which a Notice to Proceed is issued by Landlord to Tenant, or (ii) the first (1<sup>st</sup>) day of the fifth (5<sup>th</sup>) month after the SLA is fully executed by both Parties (the "Commencement Date"), and terminating at midnight on the fifth (5<sup>th</sup>) anniversary of the Commencement Date

("Term"), unless otherwise terminated as provided in this Agreement. The SLA will be extended for three (3) additional and successive five (5) year periods ("Renewal Term(s)") on the same terms and conditions as set forth herein, unless Tenant notifies Landlord of Tenant's intention not to renew at least one hundred eighty (180) days prior to commencement of the succeeding Renewal Term.

7. Fee Structure.

- A. A one-time, non-refundable, fee of \$2,000 shall be paid to initiate an SLA application. Such fee will cover the Landlord's costs of site review, preparation of Board Reports, preparation of Right of Entry permits, and community, council, committee, and Board meetings. The application fee will be split into two (2) portions. The first \$1,000 shall be applied to the application process with a report requesting Conceptual Approval from the Board. Should Conceptual Approval be granted then the balance of \$1,000 will be applied to the balance of Landlord's review and approval process.
- B. Under each SLA, within thirty (30) days after the applicable Commencement Date, Tenant shall pay to Landlord as rent ("Rent") the following:

During the first year of the Term of any SLA, the Rent amount shall be based on the fee structure attached hereto as Exhibit B, pro-rated and payable in full to the end of the current fiscal year. Thereafter, the Rent shall be increased annually each July 1st by either three percent (3%) or an increase identical to the Consumer Price Index for the Los Angeles area (CPI), whichever is higher. The increase in rent shall be capped at 6%. The CPI used will be the CPI for All Urban Consumers (CPI-U) and shall be the Los Angeles-Riverside-Orange County statistical area. The CPI-U will be from April of the renewing year through April of the preceding year. After the initial Rent payment, all payments shall be made annually in advance, no later than July 1st, for each year of the Term and all Renewal Terms of an SLA. The Rent shall be made payable to the Landlord and Landlord will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

If Tenant fails to pay the Rent when due, and fails to pay the Rent within five (5) business days after receiving written notice from Landlord, Tenant shall pay Landlord a late charge of ten percent (10%) of the amount due, plus interest on all overdue Rent amounts at a rate of ten percent (10%) per annum. By this provision, Landlord does not waive the right to insist on payment of the Rent in full on the day it is due. Tenant shall be in default as determined by Section 12 below.

Rental Stream Offer. If at any time after the date of this Agreement Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with the SLAs subject to this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day

period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement and the SLAs.

C. Tenant shall be responsible for utility costs as described in Section 8.D. below.

8. Facilities; Utilities; Access.

A. At each Site, Tenant, at its sole cost and expense and subject to Landlord's approval as provided in Section 5 above and other relevant portions of this Agreement, shall have the right to erect, maintain and operate on the Premises wireless communication facilities, including, without limitation, tower and base or other antenna support structure, utility lines, cables, transmission lines, air-conditioned equipment shelter or cabinets, electronic equipment, transmitting and receiving antennas and other associated equipment or facilities as depicted in the SLA (collectively, "Tenant's Facilities"). All construction and installation work shall be performed in a good and workmanlike manner. Tenant shall have the right to remove all of Tenant's Facilities at its sole expense on the expiration or within ninety (90) days after the earlier termination of an applicable SLA. Tenant shall repair any damage to the Site or Premises caused by such removal to the reasonable satisfaction of Landlord and as provided herein.

Upon any termination of this Agreement, or any associated SLA, Tenant shall surrender the Premises in a reasonably neat and clean condition. Tenant shall complete restoration of the Premises to its original condition (reasonable wear and tear excepted) prior to termination of the applicable SLA. Restoration of the Premises shall include, but not be limited to, removal of all of the Tenant's equipment, vehicles, trailers, containers, signs, litter, and debris. Tenant shall remove all improvements unless otherwise instructed in writing by Landlord. All improvements allowed to remain ("Retained Improvements") shall become the property of Landlord and Landlord acknowledges and agrees that it shall take possession of the Retained Improvements in their then "as is" condition without any representation or warranty from Tenant as to the Retained Improvements' condition or fitness for any particular purpose. Landlord shall give Tenant written notice of its election to retain any of Tenant's improvements at least ninety (90) days before the expiration of an SLA or within ten (10) days after the earlier termination thereof. Upon Tenant's receipt of such notice, Tenant shall not remove the Retained Improvements and shall have no further liability for the same. Any improvements which remain, other than those Retained Improvements specifically allowed by Landlord, which must be removed by Landlord, Tenant agrees to reimburse Landlord for the removal of said improvements and any costs reasonably incurred by Landlord to restore the leased area to its original condition.

B. Liens. Tenant must keep the Premises and Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant, Tenant's agents, employees or contractors.

If any lien is filed against the Premises or Site as a result of the acts or omissions of Tenant, or Tenant's employees, agents or contractors, Tenant must discharge the lien or bond the lien off, in a commercially reasonable manner, within thirty (30) days after Tenant receives written notice from any party that the lien has been filed.

If Tenant fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, at Landlord's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding.

Tenant must pay, within thirty (30) days after receipt of Landlord's written demand and reasonable supporting documentation, any amount paid by Landlord for the discharge or satisfaction of any lien, including attorneys' fees, reasonably incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

- C. At each Site, Tenant shall obtain, at its sole cost and expense, separate utility services from any utility company that will provide service to the Site. Tenant shall pay for the electricity it consumes in its operation at the rate charged by the servicing utility company. Landlord will reasonably cooperate with Tenant's efforts to acquire necessary utility services at any Site. Any easement necessary for power or other utilities will be at a location reasonably acceptable to Landlord and the servicing utility company. Whenever possible, Tenant shall install a separate meter for Tenant's use within the Site, unless Tenant obtains Landlord's prior written approval of an alternate location.
- D. If a separate electrical meter cannot be installed at a particular Site, Tenant shall pay Landlord the sum of One Thousand Eight Hundred Dollars (\$1,800.00), annually in advance, based on estimated annual consumption, beginning on the Commencement Date of the applicable SLA and thereafter on July 1<sup>st</sup> during the Term and any Renewal Terms, which amount shall be in addition to and payable in the same manner as the Rent payable hereunder, as an annual utility charge (the "Estimated Utility Charge"). Should either Party want to audit Tenant's actual use, that Party may sub-meter at its expense and submit an actual usage report ("Actual Charge") for comparison against the estimated use. In the event the Estimated Utility Charge paid by Tenant is less than the Actual Charge for any such twelve month period, Tenant shall pay the difference between the Estimated Utility Charge and the Actual Charge within thirty (30) days after Tenant's receipt of a notice from Landlord setting forth the amount due. In the event the Estimated Utility Charge paid by Tenant for any such twelve-month period is more than the Actual Charge for any such twelve month period, Landlord shall credit the difference to the Estimated Utility Charge for the next succeeding twelve-month period or refund the difference to Tenant if the SLA has expired or terminated.
- E. After the issuance of the Notice-to-Proceed at each Site, Tenant, Tenant's employees, agents, contractors and subcontractors may enter on and across the Site, twenty-four (24) hours a day, seven (7) days a week (but, in any case, consistent with all laws regulating hours of construction and installation), at no charge, to obtain entry to the Premises for the purpose of constructing, installing, operating, maintaining and repairing the Tenant's Facilities. At no time shall Tenant, Tenant's employees, agents, contractors and subcontractors unreasonably interfere with normal park operations or recreational activities at the Site.

9. Radio Frequency (RF) Compliance.

At each Site, Tenant agrees to comply with all applicable FCC rules and regulations. Prior to commencement of Tenant's operations at any Site and at all other times that Landlord may reasonably request, Tenant will provide Landlord with a radio frequency ("RF") site analysis that evaluates the simultaneous operation of all transmitters on the Site and compares the radiated power density in all accessible areas with the FCC maximum permissible exposure limits ("MPE Limits") for workers and the general public. Landlord shall provide Tenant with any documentation relating to the Site and other users thereof in connection with preparing any such analyses. Any increase in the power density within all accessible areas of the Site caused by the initial installation of Tenant's Facilities or any subsequent modifications ("Tenant Work") thereto must not cause such accessible areas to exceed the FCC specified MPE Limits then currently in effect. If mitigation is required due to such Tenant Work, such mitigation measures shall be the responsibility and expense of Tenant, provided, however, that Landlord shall reasonably cooperate with all such mitigation measures. Should Tenant not undertake mitigation or other efforts that bring the Site into compliance with such FCC rules in connection with such Tenant Work within a reasonable time after receipt of written notice, Landlord may undertake such mitigation measures as are necessary for such compliance at the sole expense of Tenant. If mitigation is required due to a subsequent change in the Landlord's operation, or a subsequent user on the Site, such mitigation measures shall be the responsibility of Landlord or the subsequent user, provided however, that Tenant shall reasonably cooperate with all such mitigation efforts at no cost to Tenant.

10. Non-Interference.

At each Site, Tenant agrees that Tenant's Facilities shall not cause interference to existing use or enjoyment of the Site by Landlord and other tenants, lessees and licensees located on the Site prior in time to Tenant's use including, but not limited to, interference with communication facilities so located and existing as of the full execution of the SLA. Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Site for communications facilities located and existing after the full execution of the SLA that in any way interferes with the operations of Tenant thereunder that comply with the terms of this Agreement or the applicable SLA. Such interference shall be deemed to be a material breach by the interfering Party under this Agreement and the applicable SLA, who shall, upon written notice from the other, be responsible for terminating said interference at such interfering Party's sole expense. The non-interfering Party shall not be required to provide a cure period to the interfering Party, but shall provide the interfering Party with written notice of such interference and the interfering Party shall use its best efforts to eliminate the interference immediately but no later than seventy-two (72) hours from the receipt of such notice. Thereafter, the Party suffering the interference may terminate the applicable SLA. Landlord agrees that leases and agreements relating to Sites that are subsequent to Tenant's shall contain a substantially similar provision as this Section 10.

11. Taxes.

At each Site, except as hereinafter provided, Landlord shall pay all taxes it is obligated to pay under applicable laws. Tenant shall reimburse Landlord for any taxes or tax increases that Landlord is obligated to pay as a direct result of Tenant's use of the Site. As a condition of Tenant's obligation to pay such taxes or tax increases, Landlord shall, if

reasonably possible, provide to Tenant documentation in Landlord's possession from the taxing authority that indicates the tax was due to Tenant's use of the Site.

Possessory Interest Tax. By executing this Agreement and accepting the benefits thereof, Tenant may be creating a property interest known as "possessory interest" which may be subject to property taxation. Tenant, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Tenant acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided.

12. Default.

- A. Any of the following shall be considered a default under this Agreement and the applicable SLA:
  - (1) Tenant fails to pay any Rent or other monetary obligation required by this Agreement and any SLA within thirty (30) days after receipt of written notice of such failure; or
  - (2) Except as otherwise set forth in Section 10, above, if either Party fails to observe or perform its non-monetary obligations under this Agreement or any SLA and does not cure within thirty (30) days after receipt of written notice of such breach, or such longer period as may be required to diligently complete a cure, provided said Party has commenced such cure within thirty (30) days after receipt of written notice of breach and continually pursues such cure to completion.
- B. Tenant shall be liable for all expenses, including reasonable attorneys' fees and costs, reasonably incurred by Landlord in connection with any Tenant default, including, without limitation, any action to enforce the terms hereof or any SLA, or in connection with any action for the recovery of the Premises itself.
- C. Landlord shall be liable for all expenses, including reasonable attorneys' fees and costs, reasonably incurred by Tenant in connection with any Landlord default.

13. Termination of Site Lease Agreements.

- A. The applicable SLA, and this Agreement as pertains thereto, may be terminated immediately upon written notice by Landlord if Tenant fails to cure a default under Section 12(A)(1), above.
- B. The applicable SLA, and this Agreement as pertains thereto, may be terminated without further liability to either Party on thirty (30) days prior written notice as follows:
  - (1) by Tenant if it does not, following commercially diligent efforts, obtain or maintain any license, permit or other approval necessary for the construction and operation of Tenant's Facilities; or

- (2) by either Party if the other Party fails to cure a default under Section 12(A)(2), above. If Tenant terminates an SLA due to a Landlord default, the remaining Rent for such year shall be refunded to Tenant; or
    - (3) by Tenant, if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including a take back of channels or change in frequencies.
  - C. The applicable SLA may be terminated by Tenant at any time upon ninety (90) days' prior written notice to Landlord if Tenant determines, in its sole discretion, that the Site or Tenant's Facilities thereon are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. However, Tenant shall be responsible for a termination fee to Landlord equal to three (3) months of the then current Rent upon notice of termination by Tenant to the Landlord should Tenant terminate an SLA pursuant to this subsection 13(C) and the remaining Rent for such year shall be refunded to Tenant.
  - D. Tenant shall remove its personal property from the affected Site upon the expiration or earlier termination of each SLA. If Tenant fails to remove its personal property within ninety (90) days after such termination or expiration, Landlord may, at its sole discretion, remove and store or dispose of same. Tenant shall reimburse Landlord for any expenses Landlord incurs as a result thereof, including reasonable attorneys' fees, within thirty (30) days after receipt of Landlord's written demand for payment and reasonable supporting documentation. Tenant is responsible for payment of Rent until such time as all of Tenant's personal property is removed and the Premises is returned to its original condition, reasonable wear and tear excepted.
- 14. Condemnation or Destruction.
  - A. At any Site, if the whole or any substantial part of the Premises subject to the applicable SLA shall be taken by any public authority under the power of eminent domain so as to interfere with Tenant's use and occupancy thereof, then the applicable SLA shall cease on the date of possession by the condemning authority, and any Rent paid in advance of such date for Tenant's previously expected occupancy of the condemned Site after the date of the condemning authority's possession shall be refunded to Tenant. In the event of any such taking by eminent domain or condemnation, Tenant shall have the right to claim from the condemning authority all compensation that may be legally recoverable by Tenant on account of any loss incurred by Tenant, including, but not limited to, loss due to removing Tenant's Facilities and related equipment, and loss of leasehold interest, but not including damage to Tenant's business or loss of business.
  - B. At any Site, if the Premises or any portion thereof are destroyed or damaged such, that in Tenant's reasonable judgment, the destruction or damage substantially affects the effective use of the Premises or Tenant's Facilities thereon, the Tenant shall have the right to terminate the applicable SLA immediately upon written notice to Landlord. In the event of such termination, all rights and obligations of the Parties under the SLA shall cease as of the date of the damage or destruction, except for Tenant's obligation to remove equipment and restore any damage

cause thereby as provided herein. Any Rent paid in advance of such date for Tenant's previously expected occupancy of the damaged Site after the date of such termination shall be refunded to Tenant. If Tenant does not elect to terminate the SLA pursuant to this subsection 14(B), all Rent shall abate until the Premises are restored to substantially the same condition existing prior to such damage or destruction or to a reasonable condition sufficient for Tenant's operations, provided that such damage or destruction is not the fault of Tenant. Tenant shall be permitted to install a temporary facility, at Tenant's sole cost, during such reconstruction period, subject to space availability as determined in Landlord's reasonable discretion. Rent shall no longer be abated upon the full activation, not including testing, by Tenant of the temporary facility.

15. Insurance.

Tenant shall maintain the following insurance coverage in full force during the term of this Agreement and each SLA:

- A. Worker's Compensation and Employer's Liability Insurance. Worker's compensation insurance shall be provided as mandated by state law for all Tenant employees, agents, contractors and subcontractors. Employer's liability insurance shall be provided in an amount not less than One Million Dollars (\$1,000,000).
- B. Commercial General Liability Insurance. Tenant shall carry commercial general liability insurance covering all operations by or on behalf of Tenant for injury to or death of persons and damage to property (including the loss of use thereof), including broad form property damage and explosion, collapse and underground hazards, Products and Completed Operations coverage and Contractual Liability covering the indemnification contained in Section 19 of this Agreement. Limits of liability shall be in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Landlord shall be named as an additional insured.
- C. Automobile Insurance. Tenant shall carry commercial automobile liability insurance including coverage for all owned, hired and non-owned automobiles. The amount of coverage shall not be less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage.
- D. Commercial Property Insurance. Tenant shall carry "all risks" or "special causes of loss" property insurance on its personal property, including but not limited to its tools, equipment, machinery, materials and supplies in an amount sufficient to repair or replace such property. Tenant agrees its property insurance will include a Waiver of Subrogation provision for the benefit of Landlord.
- E. Umbrella Insurance. Tenant shall maintain an Umbrella insurance policy providing coverage above and beyond its primary Commercial General Liability, Automobile Liability, and Employer's Liability policies in an amount not less than Four Million Dollars (\$4,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate. Landlord shall be named as an additional insured. Tenant agrees that its Umbrella Liability policy will include a Waiver of Subrogation provision for the benefit of Landlord.

- F. Professional Liability. As applicable, Tenant (or its contractor or subcontractors) shall carry errors and omissions liability insurance appropriate to Tenant's (or its contractor's or subcontractors') profession, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.
  - G. Certificate of Insurance. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Instructions and Information on Complying with City Insurance Requirements (available online at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_insurance.pdf)), and shall otherwise be in a form satisfactory to the Office of the City Administrative Officer, Risk Management. Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by Tenant to Landlord before the commencement of installation of any equipment at any Site. The certificates of insurance shall provide that there will be no cancellation without thirty (30) days prior written notice (ten (10) days for nonpayment of premium) to Landlord.
  - H. The coverage afforded under Tenant's Commercial General Liability and Umbrella insurance policies shall be primary to any liability insurance carried by Landlord, whose insurance shall be excess and non-contributory for claims and losses arising out of Tenant's performance under this MLA and any applicable SLA.
  - I. Tenant shall cause each contractor or subcontractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required of Tenant under this Section 15, adjusted to the nature of the contractor's or subcontractor's operations. Tenant shall obtain, prior to the commencement of the contractor's or subcontractor's work, certificates of insurance.
16. Assignment and Co-Location of Equipment.
- A. Except as hereinafter provided, Tenant may not assign or otherwise transfer all or any part of its interest in this Agreement or in any SLA, without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed; provided that, in connection with any third party assignment which requires Landlord consent, the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes all of the Tenant's obligations under the affected SLA and this Agreement as pertains thereto, and the proposed transferee shall deliver to Landlord evidence that it has the financial ability to satisfy the obligations under the applicable SLA(s) and this Agreement. Notwithstanding anything to the contrary, Tenant may assign or otherwise transfer its interest in an SLA and this Agreement as pertains thereto without Landlord's consent, but with prior notice to, to (i) any affiliate of Tenant, (ii) any partnership, corporation or other business entity into which Tenant shall be merged, converted or consolidated in accordance with applicable statutory provisions governing merger, conversion or consolidation of the applicable business entity, (iii) a partnership, corporation or other business entity which is a direct successor to Tenant owning all or substantially all of Tenant's business and assets in the market defined by the FCC in which the Site is located, or (iv) any person or entity that, after first receiving the necessary FCC licenses, acquires Tenant's communications business or assets in the market defined by the FCC in which the Site is located and assumes all obligations of Tenant under the applicable SLA(s)

and this Agreement as pertains thereto. Any assignment or transfer of this Agreement or any SLA(s) shall fully release Tenant from any further obligations or liabilities under this Agreement or such SLA(s) that arise after the effective date of the assignment or transfer. A person, association, partnership, corporation or joint-stock company, trust or other business entity, however organized, is an affiliate of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. Control shall be defined as (i) ownership of fifty percent (50%) or more of the voting power of all classes of voting stock or assets or (ii) ownership of fifty percent (50%) or more of the beneficial interests in income and capital of an entity other than a corporation. Tenant may not assign or otherwise transfer its interest in an SLA to any entity which does not first enter into an approved MLA and SLA, or other agreement, with Landlord.

- B. Tenant may only allow a Collocator to use a portion of Tenant's support structure at a Site by complying with Section 2.C. of this MLA. Pursuant to Section 2.C., in order to allow such collocation, Collocator shall: (i) enter into or shall have already entered into a separate MLA with Landlord and: (ii) enter into a separate SLA with Landlord for exclusive use of ground space adjacent to the Site. No modification to Tenant's SLA with Landlord shall be necessary to accommodate such Collocator. Tenant and Collocator shall enter into a separate agreement between themselves allowing for the use of Tenant's support structure at the Site. Warranty of Title and Quiet Enjoyment.

As to each SLA, Landlord warrants that: (i) Landlord owns the Site and has rights of access thereto; (ii) Landlord has full right to make and perform the SLA and this Agreement as pertains thereto; and (iii) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and agreements set forth in the SLA and this Agreement as pertains thereto, Tenant may peacefully and quietly enjoy the Premises.

17. Maintenance and Repairs.

At each Site, Tenant shall perform all repairs necessary or appropriate to keep Tenant's Facilities on or about the Premises or located on any appurtenant rights-of-way or access to the Premises in good and tenantable condition.

18. Indemnity.

- A. Except for the active negligence or willful misconduct of Landlord, or any of its Boards, officers, agents, employees, assigns and successors in interest, Tenant hereby agrees to indemnify, defend and hold Landlord and any of its Boards, officers, agents, employees, assigns and successors in interest harmless from and against any and all claims, damages, losses and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by Landlord, including but not limited to, costs of experts and consultants) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Tenant, sustained in, on or about the demised premises or arising out of Tenant's use or occupancy thereof, as a result of the acts or omissions of Tenant, its

employees, agents, subtenants, invitees, licensees, contractors or subcontractors, including Tenant's breach of this Agreement.

- B. Tenant shall pay all fines, penalties, and other similar charges which may be imposed upon it or Landlord because of the failure of Tenant or its respective officers, agents, employees, contractors, or subcontractors in the course of the installation of Tenant's Facilities to adhere to applicable federal, state or local laws, ordinances, rules, regulations, or building and safety codes.
- C. Tenant shall further hold harmless and indemnify Landlord from and against any and all suits, claims, actions or liabilities whatsoever, excluding attorney's fees and expenses, incurred in connection therewith or with successfully establishing the right of indemnification hereunder which arises out of breach or default by Tenant in performance of any obligation to be performed by Tenant under this Agreement.

19. Environmental.

- A. As to each Site, Tenant shall not use or store any Hazardous Materials (defined below) of any kind on any Site except in accordance with applicable law. In the event a Site becomes contaminated by Hazardous Materials or contaminated waste materials brought, used, manufactured, or stored on such Site in violation of applicable law by Tenant or any of its agents, employees or independent contractors, Tenant shall be responsible for, and pay all costs for, the removal and disposal of all such materials as required by law and, further, Landlord may terminate the applicable SLA and this Agreement as pertains thereto without penalty.
- B. Tenant will be responsible for and will defend, indemnify, and hold Landlord harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of a Site associated with Tenant's use of Hazardous Materials thereon. Landlord will be responsible for and will defend, indemnify and hold Tenant harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, to the extent arising out of or in connection with the cleanup or restoration of a Site associated with Landlord's use of Hazardous Materials thereon. Tenant shall not be responsible for any environmental condition, including the release of Hazardous Materials, at any Site that existed prior to the Effective Date of this applicable SLA or that otherwise do not result from the activities of Tenant.
- C. "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA. The obligations of this Section shall survive the expiration or other termination of the applicable SLA and this Agreement.

20. Estoppel.

Either Party shall, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that each SLA is unmodified and in full force and effect (or, if modified,

stating the nature of such modification and certifying that the SLA, as so modified, is in full force and effect) and the date to which the Rent and other charges thereunder are paid in advance, if any, and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Site.

21. Notice.

All notices must be in writing and deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via a nationally recognized overnight courier, to the address set forth below. Either Party may from time to time designate any other address for this purpose by written notice to the other Party. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

If to Landlord, to:

Michael Shull, General Manager  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

With a copy to:

Cathie Santo-Domingo, Superintendent  
Planning, Maintenance, and Construction  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 400  
Los Angeles, CA 90012

If to Tenant, to:

T-Mobile West LLC  
a Delaware Limited Liability Company  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance

With a copy to:

---

---

---

---

---

22. Miscellaneous.

- A. This Agreement (together with any SLAs entered into hereunder) constitutes the entire agreement and understanding between the Parties hereto, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. Any amendments to this Agreement or any SLA must be in writing and executed by both parties hereto.
- B. If any provision of this Agreement or any SLA is invalid or unenforceable with respect to any Party, the remainder thereof or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement and each SLA shall be valid and enforceable to the fullest extent permitted by law.
- B. This Agreement and each SLA shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

- C. Each SLA and this Agreement as applied to that SLA shall be construed in accordance with the laws of the State of California.
- D. All Riders, Exhibits, and Attachments annexed hereto form material parts of this Agreement and are incorporated herein.
- E. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- F. Each Party agrees to waive, and hereby waives, any claim for consequential, incidental, punitive, damages or lost profits as to the other Party.
- G. Neither Party shall use the other Party's name, insignia or any language, pictures or symbols which could, in such other Party's judgment, imply its identity in, including but not limited to, any: (a) written or oral advertising or presentation; or (b) brochure, newsletter, book or other written material or whatever nature, without such other Party's express prior written consent.
- H. As to each Site, Landlord acknowledges that a Memorandum of Lease in the form attached to the SLA may be recorded by Tenant, at Tenant's option and cost, in the Official Records of the County where the Site is located; provided, Tenant shall record a termination of the Memorandum of Lease within thirty (30) days after termination or expiration of the applicable SLA.
- I. The persons who have executed this Agreement or any persons who execute an SLA represent and warrant that they are duly authorized to execute this Agreement or the applicable SLA in their individual or representative capacity as indicated.

23. Standard Provisions for City Contracts

The following Standard Provisions for City Contracts shall apply to this MLA:

A. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the Landlord, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Tenant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract with no additional compensation paid to Tenant.

In any action arising out of this Contract, Tenant consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

B. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- (1) This Contract has been signed on behalf of Tenant by the person or persons authorized to bind Tenant;
- (2) This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- (3) The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- (4) This Contract has been signed on behalf of the Landlord by the person designated by
- (5) the City Council, or by the board, officer or employee authorized to enter into this Contract.

C. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

D. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this Contract, Tenant shall maintain valid Business Tax Registration Certificate(s) required by Landlord's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

E. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

- (1) CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and Landlord. In performing this Contract, Tenant shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race,

color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- (2) The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- (3) The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- (4) The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

F. CHILD SUPPORT ASSIGNMENT ORDERS

Tenant shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Tenant shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Tenant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Tenant to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally, shall constitute a default by the Tenant under this Contract. Failure of Tenant or principal owner to cure the default within 90 days of notice of default will subject this Contract to termination for breach. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

G. LIVING WAGE ORDINANCE

Tenant shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et. seq.*, as amended from time to time. Tenant further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

H. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Tenant shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et. seq.*, as amended from time to time. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

I. ACCESS AND ACCMMODATIONS

Tenant represents and certifies that:

- (1) Tenant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementation regulations and any subsequent amendments, and California Government Code Section 11135;
- (2) Tenant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- (3) Tenant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- (4) Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.R.F. Part 40; and
- (5) The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Tenant understands that Landlord is relying upon these certifications and representation as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

J. CONTRACTOR RESPONSIBILITY ORDINANCE

Tenant shall comply with the Contractor Responsibility Ordinance, LAAC 10.40 *et seq.*, as amended from time to time.

K. SLAVERY DISCLOSURE ORDINANCE

Tenant shall comply with the Slavery Disclosure Ordinance, LAAC 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

L. FIRST SOURCE HIRING ORDINANCE

Tenant shall comply with the First Source Hiring Ordinance, LAAC 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

M. LOCAL BUSINESS PREFERENCE ORDINANCE

Tenant shall comply with the Local Business Preference Ordinance, LAAC 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

N. IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with Landlord for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

O. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected Landlord office, Tenant, Tenant principals, and Tenant's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected Landlord officials or candidates for elected Landlord office for twelve months after this Contract is signed. Additionally, a Tenant subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Tenant subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("Landlord") officials and candidates for elected Landlord office for twelve months after the Landlord contract is signed. You are required to provide the names and contact information of your principals to the Tenant and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

P. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

Tenant shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC 10.48 *et seq.*, as

amended from time to time. Any subcontract entered into by Tenant for work to be performed under this Contract must include an identical provision.

Q. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, Tenant shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by Landlord. Tenant is required to have all employees, volunteers, and Subcontractors (including all employees and volunteers of any Subcontractor) or Tenant working on premises to pass a fingerprint and background check through the California Department of Justice at Tenant's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

R. POSSESSORY INTERESTS TAX

Rights granted to Tenant by Landlord may create a possessory interest. Tenant agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, Tenant shall pay the property tax. Tenant acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

24. Entire Agreement; Amendments; Incorporation of Documents.

This Agreement and all documents incorporated hereinto represent the entire integrated Agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. Any amendment to this Agreement must be in writing and signed by the Parties. The following Exhibits are to be attached to and made part of this Agreement by reference:

- Exhibit A – “Right-of-Entry” Agreement with Landlord (Sample)
- Exhibit B – Fee structure upon which Rent amount shall be based
- Exhibit C – Site Lease Agreement (“SLA”)

In the event of any inconsistency between any of the provisions of this Agreement and/or Exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement exclusive of Exhibits and attachments, (2) Exhibit A, (3) Exhibit B, (4) Exhibit C

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

THE CITY OF LOS ANGELES, a municipal  
corporation, acting by and through its Board of  
Recreation and Park Commissioners

By \_\_\_\_\_

PRESIDENT

By \_\_\_\_\_

SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

T-Mobile West LLC, a Delaware Limited Liability  
Company

By \_\_\_\_\_

PRESIDENT

By \_\_\_\_\_

SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL FEUER ,  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

This Page Intentionally Left Blank

## EXHIBIT A

### RIGHT OF ENTRY AGREEMENT (SAMPLE)

Date  
Applicant  
Contact Person, Title  
Street Address  
City, State ZIP

Dear Contact Person:

#### **PERMIT NO. XXX – PROJECT LOCATION – RIGHT-OF-ENTRY TO PROJECT DESCRIPTION**

The City of Los Angeles, Department of Recreation and Parks (hereinafter referred to as DEPARTMENT) hereby issues to APPLICANT (hereinafter referred to as PERMITTEE) a revocable Right-of-Entry, PERMIT No. XXX, to project description and location. All work will be performed in accordance with plans, submitted by PERMITTEE and herein attached as Figure X, as approved by the DEPARTMENT.

**Approval of this Right-of-Entry, PERMIT No. XXX, is contingent upon payment of a Permit Fee in the amount of \$200, the execution of this PERMIT, as provided in Condition No. 13, and the submission of proof of insurance information, as noted in Condition No. 4. This PERMIT will not become effective until all of the above conditions are met, and the executed PERMIT and insurance forms are returned to the DEPARTMENT representative designated in Condition No. 12.**

This revocable Right-of-Entry permit is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The area to be covered under this PERMIT is within Project Location (PERMIT AREA), as depicted on the attached site plan as Figures X and X. An aerial view of the park that identifies the position of the PERMIT AREA is also attached as Figure X.

2. PERMISSION GRANTED

Permission is granted to enter the PERMIT AREA to proceed with project description within the PERMIT AREA. All work will be performed in accordance with plans previously submitted to and approved by DEPARTMENT.

Activity will consist of:

(6) Describe work to be done

Not all activities will necessarily be sequential.

All equipment will be removed from the site immediately upon completion of the activity. The work site will be cordoned off during the activity and all measures required to ensure public safety shall be implemented.

DEPARTMENT shall be notified of any proposed changes to the plans and shall be provided an opportunity to review and approve any changes prior to the start of related work. Any such proposed modifications shall be forwarded, in writing, to the addressee listed in Condition No. 12.

3. TERM

This PERMIT shall become effective upon receipt by the DEPARTMENT of an executed copy of the PERMIT as required in Condition No.13, payment of Permit Fee, and proof of insurance as required in Condition No. 4. This permit shall be effective beginning date through end date. Should additional time be required to complete the specified work PERMITTEE shall submit a written request to the addressee listed in Condition No. 12.

4. INSURANCE

PERMITTEE, at its own cost and expense, and in the name of PERMITTEE, shall, prior to any possession or other use of the PERMIT AREA, obtain insurance and furnish CITY with evidence of such insurance from insurers in a form acceptable to City Risk Management for the coverages and minimum limits of insurance indicated, which shall be maintained by PERMITTEE as indicated on 146R Form – Insurance Requirements, attached as Exhibit A. INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS is attached as Exhibit B. PERMITTEE shall ensure that all contractors and subcontractors are in compliance with this Condition No. 4.

5. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY'S Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of, or incidental to, the performance of this permit on the part of PERMITTEE and/or their contractor or sub-contractor of any tier.

6. DEPARTMENT AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by DEPARTMENT and shall cooperate fully with DEPARTMENT employees in the performance of their duties.

7. DEPARTMENT COORDINATION

Department Contact Person, or his designee, is specifically designated as the DEPARTMENT's representative for this project and is empowered by the DEPARTMENT to conduct inspections of the PERMIT AREA, evaluate progress, and inform the DEPARTMENT fully as to the PERMITTEE'S maintenance of the facility. Dept. Contact may be contacted at XXX-XXX-XXXX.

**PERMITTEE or its contractor shall contact Department Contact at least five (5) working days prior to the initiation of work at the PERMIT AREA and inform him of the starting date and time of said work.**

8. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT and City of Los Angeles shall have the right to enter the PERMIT AREA at any time in case of emergency, and upon reasonable notice, for purposes of property inspection.

9. MAINTENANCE OF PROPERTY

PERMITTEE and its contractor(s) or subcontractor(s) shall maintain the PERMIT AREA in an orderly condition during the term of the PERMIT, including the protection of any Live Coast Oak trees within the PERMIT AREA. PERMITTEE hereby guarantees that no park improvements or other natural features will be disturbed due to the permitted access. PERMITTEE will also take whatever measures are necessary to ensure the safety of the Park and its patrons during the term of this PERMIT, including the posting of signs and the placing of barricades to cordon off equipment and the PERMIT AREA if necessary.

Prior to the performance of any work, PERMITTEE or its contractor(s) or subcontractor(s) shall notify DEPARTMENT of such work. Notification shall be made to the DEPARTMENT representative designated in Condition No. 7.

10. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore all recreation and/or park related improvements that are damaged, moved or altered as a result of the permitted work, to their original condition in accordance with plans approved by DEPARTMENT. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of the DEPARTMENT. Upon completion of the permitted work, PERMITTEE shall contact Department Contact to arrange a final DEPARTMENT inspection of the completed project.

11. REVOCACTION OF PERMIT

The DEPARTMENT may revoke this PERMIT if PERMITTEE does not comply with the Conditions contained herein. Upon receipt of the written notice of revocation, PERMITTEE shall return the property to its original condition and discontinue occupancy.

12. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications or time extensions of the PERMIT, or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing, to:

Los Angeles City Department of Recreation and Parks  
Planning, Construction and Maintenance Branch  
221 North Figueroa Street, Suite 400  
Los Angeles, California 90012  
Attention: Cid Macaraeg, Director, Real Estate and Asset Management Unit  
Telephone: (213) 202-2608, Fax: (213) 202-2611

13. ACCEPTANCE

To indicate acceptance of this PERMIT and all Conditions contained herein, please sign this original letter on the signature block below, retain a copy for your files, and return the original with the required payment of \$200 to the addressee listed in Condition 12.

Very truly yours,

General Manager

SIGNATURE EXECUTION

Applicant, hereby accepts this Right-of-Entry Permit No. XXX and all conditions therein.

\_\_\_\_\_

Permittee Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Permittee Name (print)

\_\_\_\_\_

Title

## **EXHIBIT B**

### **FEE STRUCTURE FOR FISCAL YEAR 2018-2019**

For projects located within the Harbor Area Planning Region, which includes the San Pedro, Wilmington-Harbor City, and Harbor Gateway Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Thirty-Four Thousand Two Hundred Seventy-Two Dollars (\$34,272)

For projects located within the South Los Angeles Area Planning Region, which includes the West Adams-Baldwin Hills-Leimert, South Los Angeles, and Southeast Los Angeles Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Forty Thousand Two Hundred Thirty-Four Dollars (\$40,234)

For projects located within the East Los Angeles Area Planning Region, which includes the Boyle Heights, Northeast Los Angeles, and Silver Lake-Echo Park-Elysian Park Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Thirty-Two Thousand Seven Hundred Eighty-Three Dollars (\$32,783)

For projects located within the Central Area Planning Region, which includes the Central City North, Central City, Westlake, Wilshire and Hollywood Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Forty-Six Thousand One Hundred Ninety-Five Dollars (\$46,195)

For projects located within the West Los Angeles Area Planning Region, which includes the LAX, Westchester-Playa Del Rey, Venice, Palms-Mar Vista-Del Rey, West Los Angeles, Westwood, Bel-Air-Beverly Crest, Brentwood and Pacific Palisades Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Forty-Three Thousand Two Hundred Fifteen Dollars (\$43,215)

For projects located within the South Valley Area Planning Region, which includes the Canoga Park-West Hills-Winnetka-Woodland Hills, Reseda-West Van Nuys, Encino-Tarzana, Van Nuys-North Sherman Oaks, Sherman Oaks-Studio City-Toluca Lake-

Cahuenga Pass, and North Hollywood-Valley Village Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Thirty-Eight Thousand Seven Hundred Forty-Four Dollars (\$38,744)

For projects located within the North Valley Area Planning Region, which includes the Chatsworth-Porter Ranch, Northridge, Granada Hills-Knollwood, Mission Hills-Panorama City-North Hills, Sylmar, Arleta-Pacoima, Sun Valley-La Tuna Canyon, and Sunland-Tujunga-Shadow Hills-Lakeview Terrace-East La Tuna Canon Community Plan areas as defined by the City of Los Angeles General Plan, Tenant agrees to pay Landlord the following sum for fiscal year 2017-2018:

- July 1, 2018 - June 30, 2019:  
Thirty-Five Thousand Seven Hundred Sixty-Two Dollars (\$35,762)

There shall be an annual increase of either three percent (3%) or an increase identical to the Consumer Price Index for the Los Angeles area (CPI-U), whichever is higher, on July 1<sup>st</sup> of each subsequent year. The increase in rent shall be capped at 6%.

**EXHIBIT C**

**SITE LEASE AGREEMENT (SAMPLE)**

This SITE LEASE AGREEMENT ("SLA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("Landlord"), and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, dba XXXXXXXXXXXXXXXXXXXX ("Tenant"). Landlord and Tenant may hereinafter be collectively referred to as the "Parties" or individually as the "Party".

WHEREAS, there is an existing Master Lease Agreement between Landlord and Tenant dated \_\_\_\_\_, SLA by the Parties hereto; and

WHEREAS, the Parties desire to enter into this SLA pursuant to and in accordance with the Master Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. All of the terms and conditions of the Master Lease Agreement shall apply to and are deemed incorporated in this SLA provided, that in the event of conflict between this SLA and the Master Lease Agreement, this SLA shall control. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to such terms in the Master Lease Agreement.
  
2. Landlord Site Reference: \_\_\_\_\_
  
3. Tenant Site Reference: \_\_\_\_\_
  
4. Site Address: \_\_\_\_\_, and which is more particularly described in Attachment 1 attached hereto and incorporated herein.
  
5. Tenants Facilities to be erected are detailed and shall be installed in the manner set forth in Attachment 2 attached hereto and incorporated herein.

6. All notices pursuant to Section 5(G) of the Master Lease Agreement shall be provided to Landlord's designee whose contact information is listed on Attachment 3 attached hereto and incorporated herein.
7. The initial Term and Renewal Terms of this SLA shall be as set forth in Section 6 of the Master Lease Agreement. The Commencement Date shall be confirmed in writing by Landlord and Tenant.
8. The Rent payable in consideration of this SLA shall be paid per annum in accordance with Section 7 of the Master Lease Agreement. The Rent shall be made payable to Landlord at the following address: \_\_\_\_\_ . All rent checks shall have Landlord's Site number clearly written on the face of the check.
9. Special Provisions:\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this SLA as of the date first above written.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_ of, 20\_\_

By:

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Date: \_\_\_\_\_

MICHAEL FEUER,

City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY

Attachments

Attachment 1: Legal Description of the Site

Attachment 2: Plans and Specifications

Attachment 3: Contact Information

Attachment 4: Memorandum of Lease



**ATTACHMENT 2**

**PLANS AND SPECIFICATIONS**

(including description of the antenna location, and location of ground equipment adjacent to the Premises)

To the Site Lease Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord, and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, dba XXXXXXXXXXXXXXXX, as Tenant.

Proposed Equipment is defined below and Plans and specifications are attached hereto.

Number of Antennas: \_\_\_\_\_

Antenna Manufacturer and Type-Number:\_\_\_\_\_

Weight and Dimension of Antenna(s) (LxWxD) \_\_\_\_\_

Number of Transmission Lines: \_\_\_\_\_

Transmission Line Mrf. and Type No.:\_\_\_\_\_

Diameter and Length of Transmission Line:\_\_\_\_\_

Location of Antenna(s) on Tower (RAD Center):\_\_\_\_\_

Direction of Radiation (Azimuth): \_\_\_\_\_

Dimensions of Ground Space: \_\_\_\_\_

Frequencies/Max. Power Output: \_\_\_\_\_

Ground Space Dimensions: \_\_\_\_\_

**ATTACHMENT 3**

**CONTACT INFORMATION**

To the Site Lease Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord, and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, dba XXXXXXXXXXXXXXXXXXXX, as Tenant.

**LANDLORD:**

Operation's Department, Address, Telephone, Fax

**TENANT:**

Operation's Department, Address, Telephone, Fax

**ATTACHMENT 4**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (“Landlord”), and XXXXXXXXXXXXXXXXXXXXXXXXXXXX, dba XXXXXXXXXXXXXXX (“Tenant”).

1. Landlord and Tenant entered into a Site Lease Agreement (“SLA”) on \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a radio coSmmunications facility and other improvements. All of the foregoing is set forth in the SLA.
2. The term of the SLA is for five (5) years commencing on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, with three (3) additional and successive five (5) year options to renew, on the same terms and condition as set forth herein unless Tenant notifies Landlord of Tenant’s intention not to renew at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term.
3. The property subject to the SLA is described in Attachment 1 annexed hereto. That portion of the property being leased to Tenant (“Premises”) is described in Attachment 2 and annexed hereto.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease Agreement as of the date first above written.

Executed this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By \_\_\_\_\_

PRESIDENT

By \_\_\_\_\_

SECRETARY

Executed this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_

By:

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MICHAEL FEUER,

City Attorney

By \_\_\_\_\_

DEPUTY CITY ATTORNEY