

APPROVED

OCT 01 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-196 REVISED

DATE October 01, 2020

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPOSITION PARK - LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – PROPOSED TRANSFER OF CITY PARK PROPERTY TO THE 6TH DISTRICT AGRICULTURAL ASSOCIATION, AN AGENCY OF THE STATE OF CALIFORNIA, FOR THE MUSEUM; CONDITIONAL APPROVAL OF A PARKING LICENSE AGREEMENT AND QUITCLAIM DEED; AUTHORIZATION TO NEGOTIATE A PURCHASE AND SALE AGREEMENT

AP Diaz	_____	S. Pifa-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____
With Amendment

RECOMMENDATIONS

1. Approve, subject to the Board of Recreation and Park Commissioners' (Board) future approval of the transfer of two (2) City owned lots measuring approximately 0.45 acres with Assessor's Parcel Nos. 5037-027-924 and 925 located on Leighton Street (Leighton Lots) (See Attachment 1) within Exposition Park to the 6th District Agricultural Association, an agency of the State of California, (State), the following documents:
 - A. The attached License Agreement (Attachment 2B) with the State to provide the City with 33 parking spaces within Exposition Park, which shall serve as the consideration in exchange for the City transferring fee ownership of the Leighton lots to the State;
 - B. The attached Quitclaim Deed (Attachment 3) transferring the Leighton Lots to the State to be used for park purposes in perpetuity;
2. Authorize the Department of Recreation and Parks' (RAP) General Manager or his designee to make technical changes to the License Agreement and Quitclaim Deed, as necessary; and
3. Authorize RAP's General Manager or his designee to negotiate a Purchase and Sale Agreement with the State that memorializes the transfer of the Leighton Lots to the State for presentation to the Board at a future meeting.

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SUMMARY

On April 19, 2017, the Board of Recreation and Park Commissioners (Board), through Report No. 17-104, granted conceptual approval for the use of two (2) parcels located at Exposition Park and owned by RAP for construction of the Lucas Museum of Narrative Art (Museum). The balance of the land needed for the construction of the Museum is owned by the 6th District Agricultural Association (State). The two (2) parcels are identified by Assessor's Parcel Nos. of 5037-027-924 and 925 which comprise the entirety of Leighton Street within the park. At that time, the property was recently paved and stripped for 33 parking spaces which were used by RAP staff working from Expo Center.

In addition to the granting of conceptual approval, the Board also directed staff to: 1. Amend the terms and conditions of the Ground Lease (Ground Lease) between the City and the State for the use of State property for an athletic field that would be affected by the proposed Museum; 2. Draft a Lease Agreement (Lease) with the State to allow for the use of the Leighton Street Lots for the proposed Museum; 3. Come to an agreement on the transfer of the Leighton lots to the State and transfer to the City/Department of a replacement property in accordance with the City Charter; and 4. Present the Amended Ground Lease, Lease Agreement, and transfer of ownership of the Leighton Lots to the State to the Board for final approval.

On May 23, 2017, the Board, through Report No. 17-135, authorized the negotiations and executions of the Amendment to the Ground Lease and the Lease related to the Museum project. On June 7, 2017, the Board, through Board Report No. 17-144, approved a revised resolution which affirmed the Board's authorizations related to the Amendment to the Ground Lease and the Lease and made a finding that the public tri-level subterranean parking garage to be constructed under the Leighton lots will not result in a material detriment to the purpose for which the land was dedicated or set aside by the City. Both agreements were executed within a few months of this Board action and Museum construction has been progressing quickly.

Los Angeles City Charter

The Leighton Lots are dedicated park property and pursuant to Section 594(c) of the Los Angeles City Charter, "all lands set apart or dedicated as a public park shall forever remain for the use of the public." The Board, through its three previous actions in 2017 related to the Museum project, concurred with the recommendations in the staff report to the City Planning Commission Case No. CPC-2016-4121-GPA-SP-SPP and the conditions in the Vesting Tentative Tract Map No. 74715 for the Museum project, that the project benefited from the transfer of the Leighton Lots to the State.

The City Charter allows for the transfer of otherwise suitable RAP park property so long as 1) the property being transferred away is held as park-land in perpetuity by the transferee, 2) RAP receives equivalent value for the property being transferred away, and 3) RAP receives new property of an equal size in the same neighborhood of the City to be dedicated as new RAP park property.

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Section 594(d) of the Los Angeles City Charter states that any transfer of property under the control of RAP requires a Resolution of the Board that is approved by the City Council by ordinance. Staff will present a resolution for the Board's consideration in a future report.

Transfer of Leighton Lots

At this time, RAP staff have completed three of the four directives approved by the Board. The last remaining directive is to come to an agreement on the transfer of the Leighton Lots to the State and the transfer to RAP of a replacement property in accordance with the City Charter. Recently, the State and the City came to an agreement regarding the transfer of the Leighton Lots to the State. In exchange for the transfer, the State has offered the City a long term License Agreement that provides the City with 33 parking spaces within Exposition Park at no cost to the City. This agreement is intended to provide a replacement value commensurate to the value of the Leighton lots. In addition, the license provides RAP with much needed parking for the staff who work at and the guests who visit the Expo Center.

To support the purpose of the Lucas Museum, and to meet the Charter requirement of equal-sized replacement land, the City Council, at a future meeting, will consider the transfer of existing City general property to RAP as replacement land for the Board to dedicate as park property. Staff are currently in the process of working to identify an appropriate piece of City-owned property to complete the Leighton Lots transfer. Until such time as qualifying property is identified and approved by both the City Council and the Board, the condition placed on Recommendation No. 1 above shall not be satisfied.

It should be noted that a Purchase and Sale Agreement, which captures the terms and considerations of the conveyance of the Leighton Lots to the State, the execution of a License Agreement that will provide 33 parking spaces within Exposition Park to RAP, and the conveyance of City-owned property to RAP to replace the Leighton Lots will also be presented to the Board for consideration at a future date.

FISCAL IMPACT

At this time, there is no fiscal impact to RAP. However, once the new property has been identified and accepted, development and operational maintenance costs will be determined and a request for funding, if necessary, will be submitted.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 1: Every Angeleno has walkable access to a park in their neighborhood

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

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ATTACHMENTS

- 1) Aerial Map of Leighton Street Lots
- 2) Draft License Agreement
- 3) Quitclaim Deed



EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM

Leighton Avenue Parcels
APN's 5037-027-924, 925



Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

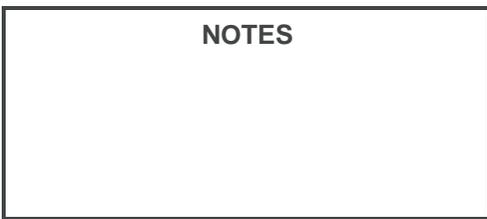
© City of Los Angeles, Department of Recreation and Parks



SCALE 1: 2,257



NOTES



LEIGHTON AVE
PARCELS
19,800 Sq Ft
(.45 Acres)
33 PARKING SPACES



AG05282019

PROPOSED EXPO EASEMENT & PARKING EXCHANGE EXHIBIT A (LEIGHTON AVENUE PARCELS)



CURRENT SOCCER FIELD PLAN



PROPOSED SOCCER FIELD PLAN

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**Agreement**"), dated as of _____, 2020, is entered into by and between the State of California, acting by and through the 6th District Agricultural Association, also known as Exposition Park, with the approval of the Natural Resources Agency, hereinafter referred to as "**State**", and the City of Los Angeles, a California municipal corporation and public body, acting by and through its Department of Recreation and Parks, hereinafter referred to as "**City**".

RECITALS

- A. The State is the fee owner of a majority of that certain real property commonly known as Exposition Park, located at 700 Exposition Park Drive, City of Los Angeles, California, which includes the Los Angeles Memorial Coliseum, the California Science Center, the California African-American Museum, Banc of California Stadium, and other recreational and public amenities.
- B. The City owns and operates a number of properties, including the EXPO Center, located within Exposition Park, and provides recreational facilities and programs to the community, including day care programs, after school programs and youth sports programs.
- C. The State owns and operates within Exposition Park several surface parking lots and parking structures which provide parking for users of Exposition Park including users of the EXPO Center. The State is party to agreements with University of Southern California ("**USC**"), the Los Angeles Football Club ("**LAFC**"), the Los Angeles County Natural History Museum, and Lucas Museum of Narrative Art ("**LMNA**") which grant those entities certain parking rights within the parking lots and parking structures ("**Existing Parking Agreements**").
- D. The State and the City are parties to that certain Ground Lease-Athletic Field dated February 1, 2016 as amended by the First Amendment to Ground Lease-Athletic Field dated August 1, 2017 ("**Athletic Field Lease**") pursuant to which the State leases to the City a portion of property within Exposition Park that includes an athletic field. The First Amendment to Ground Lease-Athletic Field requires the State to provide for the City's use 33 parking spaces. Upon expiration or termination of the First Amendment to Playfield Lease, City's right to such 33 parking spaces is continued under the Ground Lease Between the City of Los Angeles, Landlord, and the State of California, Tenant, for Two Parcels Located West of Expo Center for the term of such Ground Lease.

- E. The City has agreed to convey to the State the property commonly referred to as Leighton Avenue subject to certain terms and conditions set forth in a quitclaim deed from the City to the State.
- F. As a condition of conveyance of Leighton Avenue to the State, and to provide the City with equivalent value of Leighton Avenue as required by the City Charter, the State has agreed to provide City with this License providing City with the use of 33 parking spaces in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, the State and the City do hereby agree as follows:

AGREEMENT

Grant of License. Subject to the terms and conditions set forth herein, the State hereby grants the City, and the City hereby accepts, an exclusive, irrevocable license (the “**License**”) to enter upon and use, at no charge to the City, thirty-three (33) contiguous parking spaces within the South Parking Structure also known as the Orange Parking Structure (“**City Parking Spaces**”) for the purposes of providing parking for City employees, agents, contractors/subcontractors, guests, and invitees. State shall designate the City Parking Spaces within the Orange Parking Structure and such spaces shall be available for use by City at all times except as set forth in this Agreement. For purposes of this section, “designate” shall mean clearly marked and identified as City Parking Spaces within a location within the Orange Parking Structure. State shall provide City with card keys or other user-controlled entry passes to ensure that City staff, guests, and invitees have access to the City Parking Spaces at all times. State’s obligation is to provide working card keys or other user-controlled entry technology; not to manage entry or exit from Orange Parking Structure for those City staff, guests, or invitees who do not have a card key in their possession. In a circumstance where City staff, guests, or invitees seek to access the Orange Parking Structure without a card key or other user-controlled entry technology, they shall be limited to normal operating hours and they shall be responsible for paying the standard parking charges. If at any time the City's use of the City Parking Spaces exceeds 33 spaces, the City shall be responsible for paying the standard parking charges for such excess spaces. Notwithstanding the agreement for the use to be at no charge to the City, State may charge the City no more than actual cost for the replacement of lost or stolen card keys.

City shall only use the City Parking Spaces for the parking of vehicles on a temporary basis. City shall not use the City Parking Spaces to store any vehicles or equipment. City shall have no right to sell, transfer, or lease the parking spaces and any attempt by City to sell, transfer, or lease the parking spaces shall be a violation of this Agreement. Except as set forth in this section, any revenue received from the City Parking Spaces will be the property of State. Notwithstanding City's right to use the City Parking Spaces as set forth above, the City Parking Spaces will not be available to City during Major Events at Exposition Park or

during Olympic or Paralympic events at Exposition Park that take place during the official quadrennial Olympic or Paralympic Games. A Major Event is defined as any event with an expected attendance of 25,000 or more or during any event for which USC or LAFC has the right to purchase all parking owned and operated by State pursuant to the Existing Parking Agreements. Whenever the number of Major Events, not including the quadrennial Olympic or Paralympic Games, in a calendar year exceeds twenty-five (25), for any and all subsequent Major Events for the remainder of the calendar year, State shall pay City the maximum listed rate set for parking in the Orange Parking Structure during said Major Event, for all 33 parking spaces, net of all of the State's direct costs incurred in the operation of the 33 parking spaces.

1. Term of License.

The term of this License begins on the Effective Date and ends on the earlier of (i) the later of July 28, 2116 and the expiration or termination of that certain Lease and Agreement between State and LMNA, including any extensions (whether as amendments or new leases) to such Lease and Agreement, (ii) the City ceases to operate the EXPO Center, or (iii) earlier termination of this License in accordance with its terms.

2. Operation and Maintenance of License Area.

(a) Operations. During the term of this License, State shall be solely responsible for the operation and maintenance of the City Parking Spaces. State shall maintain and operate the City Parking Spaces in a manner consistent with the other parking owned by the State within Exposition Park and in compliance with all applicable laws and regulations at all times.

(b) Maintenance and Improvements. The State shall bear the cost of any maintenance and improvements to/repair of the City Parking Spaces that are necessary to carry out the terms of this Agreement or for the City's use of the City Parking Spaces. The City recognizes that during the term of this License, the State will, from time to time, need to make improvements and repairs to the City Parking Spaces and the South Parking Structure, which improvements may result in the City Parking Spaces being unavailable for use temporarily. Any temporary restriction on the use of the City Parking Spaces will only be for the time needed to make necessary repairs and improvements. The State shall provide advance written notice to the City of any improvements to be made to the City Parking Spaces or the South Parking Structure that may impair access to the City Parking Spaces. Whenever the City Parking Spaces are unavailable pursuant to this section, the State shall provide 33 other parking spaces either within the South Parking Structure or in other parking facilities owned by the State including to any surface lots owned by the State, provided that the alternative spaces are not more than 500 feet farther from EXPO Center than the City Parking Spaces within the South Parking Structure.

(c) City Responsibilities. City may not suffer or permit any dangerous condition to be created, exist, or continue on the City Parking Spaces or within the South Parking Structure. City shall comply with any and all of the State's on-site safety and security requirements for the South Parking Structure and any other rules and regulations that may be applicable to City's use of the City Parking Spaces. The City agrees to cooperate with the State and to abide by any and all orders or instructions issued by the State, its employees, agents or representatives. The State reserves the right to restrict access to the City Parking Spaces or the South Parking Structure in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with the State's response thereto, or if emergency repairs or maintenance are required to the South Parking Structure. Notwithstanding anything to the contrary herein, the City shall have no obligation to make, or pay for, any improvement that may be required for the City Parking Spaces or any other portion of the South Parking Structure, including without limitation any improvement that may be necessary based on accessibility requirements under any State or Federal law or regulation.

3. No Interference with State use of Parking Structure. City shall use the City Parking Spaces so as not to threaten, endanger, interrupt, impair or unreasonably inconvenience in any way, for any period of time, the operation of South Parking Structure as public parking for Exposition Park; provided that any use contemplated herein shall be deemed consistent with public parking for Exposition Park. The City hereby covenants that its employees, agents, contractors, subcontractors and users of the City Parking Spaces will comply fully and completely with the requirements of this Agreement.

4. Default. Any failure of the City to observe or perform any covenant, condition or agreement under this Agreement after the expiration of any cure period specified in Section 6 below, is a default. Upon the occurrence of a default, the State may proceed with any and all remedies available to it under law and this Agreement including without limitation, termination of the License. In the event of a default, the State's remedies are cumulative, and no remedy expressly provided for in this Agreement may be deemed to exclude any other remedy allowed by law.

5. Notice of Default and Opportunity to Cure. In the event of a default by the City, the State shall give written notice to the City specifying the nature of the event or deficiency giving rise to the default, and, if a cure is possible, (i) the action required to cure the default, and (ii) the date by which the default must be cured, which date may not be less than thirty (30) days or more than sixty (60) days after the date the notice is effective in accordance with Section 8 below; provided that if the nature of the default is such that the same is curable but cannot be cured within the time specified in the State's notice to the City, the cure period will be extended for such reasonable time as is necessary for the City to effect a cure, but in no event longer than sixty (60) days after the date the notice is effective in accordance with Section 8 below.

6. Indemnification. The parties agree to be bound by the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code. The parties hereto, as between themselves, pursuant to

the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

Notwithstanding the paragraph above, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, State hereby agrees to indemnify, defend, release, waive, and hold City and its respective officers, employees, agents, board members, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable and actual attorneys' fees and costs) incurred by or brought or asserted against City based on accessibility requirements for the Orange Parking Structure under any State or Federal law or regulation.

The provisions of Section 2778 of the California Civil Code are made a part hereto as if fully set forth herein.

7. Miscellaneous.

(a) Assignment. The City shall not assign its rights or responsibilities under this Agreement, in whole or in part, without the prior written consent of the State, which consent shall be within the sole discretion of the State. Prohibited assignments shall include any assignment to a City department other than the Department of Recreation and Parks. Any attempted assignment without such prior written consent may be deemed invalid and void. Except that nothing in this section shall prohibit officials, employees, or agents of other City departments or City offices from utilizing the City Parking Spaces with the course and scope of their duties.

(b) Compliance with Laws. The City shall comply with all laws and regulations that apply to the Exposition Park parking. City is solely responsible for all costs incurred in connection with such compliance.

The State shall comply with all laws and regulations that apply to the maintenance and operation of the South Parking Structure, as well as any repair work/improvement to the South Parking Structure, including without limitation all applicable accessibility laws and regulations. The State is solely responsible for all costs incurred in connection with such compliance.

(c) Applicable Law. The laws of the State of California govern all matters arising out of this Agreement.

(d) Notice. Any notice required or permitted under this Agreement must be in writing and sent by overnight or personal delivery with delivery receipt. Such notices shall be sent to the address listed below:

If intended for State:

Exposition Park
Office of Exposition Park Management
700 Exposition Park Drive
Los Angeles, CA 90037
Attn: Park Manager

With copies to:

If intended for City:

City of Los Angeles
Department of Recreation and Parks

Either party may at any time designate in writing a substitute address for an address set forth above and thereafter notices are to be directed to such substituted address. Notices shall be deemed received as follows: on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. In the event that the date on the delivery receipt is not a business day, notice shall be deemed received on the following business day.

Any notice, demand or other communication under this Agreement may be given on behalf of a party by the attorney for such party.

(e)

(f) Entire Agreement. This Agreement contains the entire agreement between the parties with regards to the City Parking Spaces and supersedes any prior written or oral agreements between the parties concerning the subject matter of this Agreement. The terms and conditions of this Agreement may not be modified, amended, waived, or repealed except by written agreement of the parties.

(g) Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original agreement.

IN WITNESS WHEREOF, authorized representatives of the City and the State are signing this Agreement as of the Effective Date shown below.

[Signatures on Following Page]

<p>“State”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, Exposition Park</p>	<p>“City”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association Exposition Park</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ _____, President Date: _____</p> <p>By: _____ _____, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ Wade Crowfoot, Secretary Date: _____</p>	

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2. Operation and Maintenance of License Area.

(a) Operations. During the term of this License, State shall be solely responsible for the operation and maintenance of the City Parking Spaces. State shall maintain and operate the City Parking Spaces in a manner consistent with the other parking owned by the State within Exposition Park and in compliance with all applicable laws and regulations at all times.

(b) Maintenance and Improvements. The State shall bear the cost of any maintenance and improvements to/repair of the City Parking Spaces that are necessary to carry out the terms of this Agreement or for the City's use of the City Parking Spaces. The City recognizes that during the term of this License, the State will, from time to time, need to make improvements and repairs to the City Parking Spaces and the South Parking Structure, which improvements may result in the City Parking Spaces being unavailable for use temporarily. Any temporary restriction on the use of the City Parking Spaces will only be for the time needed to make necessary repairs and improvements. The State shall provide advance written notice to the City of any improvements to be made to the City Parking Spaces or the South Parking Structure that may impair access to the City Parking Spaces. Whenever the City Parking Spaces are unavailable pursuant to this section, the State shall provide 33 other parking spaces either within the South Parking Structure or in other parking facilities owned by the State including to any surface lots owned by the State, provided that the alternative spaces are not more than 500 feet farther from EXPO Center than the City Parking Spaces within the South Parking Structure.

(c) City Responsibilities. City may not suffer or permit any dangerous condition to be created, exist, or continue on the City Parking Spaces or within the South Parking Structure. City shall comply with any and all of the State's on-site safety and security requirements for the South Parking Structure and any other rules and regulations that may be applicable to City's use of the City Parking Spaces. The City agrees to cooperate with the State and to abide by any and all orders or instructions issued by the State, its employees, agents or representatives. The State reserves the right to restrict access to the City Parking Spaces or the South Parking Structure in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with the State's response thereto, or if emergency repairs or maintenance are required to the South Parking Structure. Notwithstanding anything to the contrary herein, the City shall have no obligation to make, or pay for, any improvement that may be required for the City Parking Spaces or any other portion of the South Parking Structure, including without limitation any improvement that may be necessary based on accessibility requirements under any State or Federal law or regulation.

3. No Interference with State use of Parking Structure. City shall use the City Parking Spaces so as not to threaten, endanger, interrupt, impair or unreasonably inconvenience in any way, for any period of time, the operation of South Parking Structure as public parking for Exposition Park; provided that any use contemplated herein shall be deemed consistent with public parking for Exposition Park. The City hereby covenants that its employees, agents, contractors, subcontractors and users of the City Parking Spaces will comply fully and completely with the requirements of this Agreement.

4. Default. Any failure of the City to observe or perform any covenant, condition or agreement under this Agreement after the expiration of any cure period specified in Section 6 below, is a default. Upon the occurrence of a default, the State may proceed with any and all remedies available to it under law and this Agreement including without limitation, termination of the License. In the event of a default, the State's remedies are cumulative, and no remedy expressly provided for in this Agreement may be deemed to exclude any other remedy allowed by law.

5. Notice of Default and Opportunity to Cure. In the event of a default by the City, the State shall give written notice to the City specifying the nature of the event or deficiency giving rise to the default, and, if a cure is possible, (i) the action required to cure the default, and (ii) the date by which the default must be cured, which date may not be less than thirty (30) days or more than sixty (60) days after the date the notice is effective in accordance with Section 8 below; provided that if the nature of the default is such that the same is curable but cannot be cured within the time specified in the State's notice to the City, the cure period will be extended for such reasonable time as is necessary for the City to effect a cure, but in no event longer than sixty (60) days after the date the notice is effective in accordance with Section 8 below.

6. Indemnification. The parties agree to be bound by the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code. The parties hereto, as between themselves, pursuant to

the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2.

The provisions of Section 2778 of the California Civil Code are made a part hereto as if fully set forth herein.

7. Miscellaneous.

(a) Assignment. The City shall not assign its rights or responsibilities under this Agreement, in whole or in part, without the prior written consent of the State, which consent shall be within the sole discretion of the State. Prohibited assignments shall include any assignment to a City department other than the Department of Recreation and Parks. Any attempted assignment without such prior written consent may be deemed invalid and void. Except that nothing in this section shall prohibit officials, employees, or agents of other City departments or City offices from utilizing the City Parking Spaces with the course and scope of their duties.

(b) Compliance with Laws. The City shall comply with all laws and regulations that apply to the Exposition Park parking. City is solely responsible for all costs incurred in connection with such compliance.

The State shall comply with all laws and regulations that apply to the maintenance and operation of the South Parking Structure, as well as any repair work/improvement to the South Parking Structure, including without limitation all applicable accessibility laws and regulations. The State is solely responsible for all costs incurred in connection with such compliance.

(c) Applicable Law. The laws of the State of California govern all matters arising out of this Agreement.

(d) Notice. Any notice required or permitted under this Agreement must be in writing and sent by overnight or personal delivery with delivery receipt. Such notices shall be sent to the address listed below:

If intended for State:

Exposition Park
Office of Exposition Park Management
700 Exposition Park Drive
Los Angeles, CA 90037
Attn: Park Manager

Deleted:

Notwithstanding the paragraph above, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, State hereby agrees to indemnify, defend, release, waive, and hold City and its respective officers, employees, agents, board members, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable and actual attorneys' fees and costs) incurred by or brought or asserted against City based on accessibility requirements for the Orange Parking Structure under any State or Federal law or regulation.

With copies to:

If intended for City:

City of Los Angeles
Department of Recreation and Parks

Either party may at any time designate in writing a substitute address for an address set forth above and thereafter notices are to be directed to such substituted address. Notices shall be deemed received as follows: on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. In the event that the date on the delivery receipt is not a business day, notice shall be deemed received on the following business day.

Any notice, demand or other communication under this Agreement may be given on behalf of a party by the attorney for such party.

(e)

(f) Entire Agreement. This Agreement contains the entire agreement between the parties with regards to the City Parking Spaces and supersedes any prior written or oral agreements between the parties concerning the subject matter of this Agreement. The terms and conditions of this Agreement may not be modified, amended, waived, or repealed except by written agreement of the parties.

(g) Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

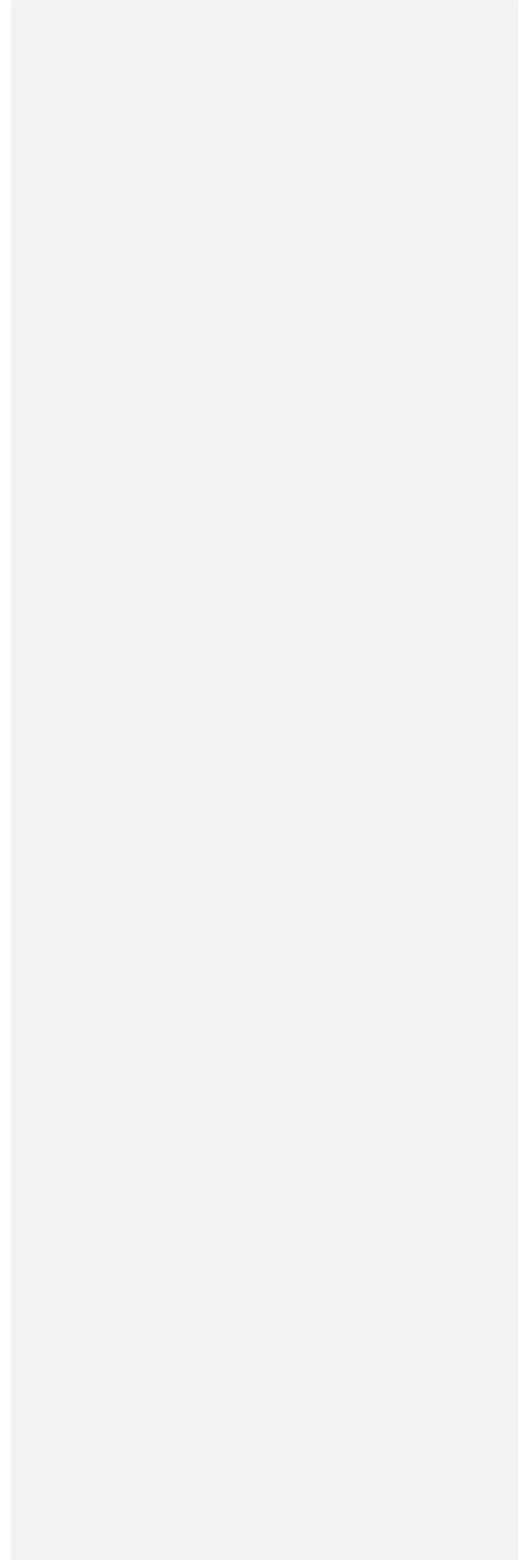
(h) Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original agreement.

IN WITNESS WHEREOF, authorized representatives of the City and the State are signing this Agreement as of the Effective Date shown below.

[Signatures on Following Page]

<p>“State”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, Exposition Park</p>	<p>“City”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association Exposition Park</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ _____, President Date: _____</p> <p>By: _____ _____, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ Wade Crowfoot, Secretary Date: _____</p>	

1742\03\2906874.1
9/15/2020



The City of Los Angeles

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

NAME State of California
Department of General Services
Real Estate Division

ADDRESS 707 Third Street, 5 Floor
CITY West Sacramento
STATE CA, 95605
& ZIP Attn _____

QUITCLAIM DEED

THIS INSTRUMENT IS EXEMPT FROM RECORDING FEES (GOVERNMENT CODE 27383) AND DOCUMENTARY TRANSFER TAX (REVENUE & TAXATION CODE (11922	APN NO. 5037-027-924 and 925
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THE UNDERSIGNED TRANSFEROR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ _____ None _____ CITY TAX \$ _____ None _____

computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale.
 Unincorporated area City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Los Angeles, a municipal corporation, hereinafter called Transferor

hereby QUITCLAIMS(s) to

The State of California, acting by and through Exposition Park, with the approval of the California Natural Resources Agency and the Department of General Services, hereinafter called Transferee,

the following described real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to the following:

The Property is quitclaimed to Transferee "as-is" on the express condition that the Property as more particularly described in Exhibit A shall be forever held and used for park purposes and upon ceasing to be used as such, the Property quitclaimed by this deed shall be subject to termination and forfeiture to the Transferor in accordance with California Civil Code Section 885.010 et seq. The City further reserves therefrom the quitclaim: (i) any of City's existing non-fee right or interest in the Property, including without limitation licenses, covenants, and easements for purposes of utility, sewer, and drainage, if any; (ii) any interest in the fee to the adjacent streets, if any, that would otherwise pass with the conveyance of the Property pursuant to this quitclaim deed; and (iii) all oil, gas, water and mineral rights now vested in City, without the right to use the surface of said land or any portion thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals. This conveyance is subject to all covenants, conditions, restrictions, encroachments, reservations, easements, rights, and rights-of-way that are apparent from a visual inspection of the Property.

Use of the subsurface portion of the Property as a public parking garage shall be considered consistent with park purposes as long as the Transferee does not use the garage to engage in the retail sale of gasoline, oil, and accessories, or the provision of automotive service to private vehicles. The Transferor reserves the power of termination and right of reentry upon cessation of use of the Property in accordance with this express condition.

**THE CITY OF LOS ANGELES,
A Municipal Corporation**

TO

STATE OF CALIFORNIA

QUITCLAIM DEED

Date: _____, 20__

**Executed in accordance with
Ordinance No.**

JOB TITLE:

Approved as to Authority _____, 20__

Department of General Services

By: _____
General Manager

Approved as to Description _____, 20__

Department of General Services

By: _____
Authorized Officer

Approved _____, 20__

Mike Feuer, City Attorney

By: _____
Deputy City Attorney

Council File No. XX-XXXX

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Quitclaim Deed dated XXX XX, 2020 from the City of Los Angeles, a municipal corporation, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on XXX XX, 2020. The Transferee consents to the recordation thereof by its duly authorized officer.

ACCEPTED:

STATE OF CALIFORNIA
State Public Works Board

By: _____
Andrea Scharffer, Deputy Director

Date: _____

ACKNOWLEDGED:

STATE OF CALIFORNIA
Director, Department of General Services

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

CONSENT:

CALIFORNIA NATURAL RESOURCES AGENCY

By: _____
Wade Crowfoot, Secretary

Date: _____

CONSENT:

EXPOSITION PARK

By: _____
Ana M. Lasso
General Manager, Exposition Park

Date: _____

CONSENT:

EXPOSITION PARK
Board of Directors for Exposition Park
and the California Science Center

By: _____
Diane Hamwi, Chair

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows: PARCEL

1:

5037-028-908 (Portion) AND APN: 5037-028-902