

APPROVED

OCT 15 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-207 REVISED

DATE October 15, 2020

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPOSITION PARK - LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – TRANSFER OF CITY PARK PROPERTY TO THE 6TH DISTRICT AGRICULTURAL ASSOCIATION, AN AGENCY OF THE STATE OF CALIFORNIA, FOR THE MUSEUM; ACCEPTANCE OF THREE CITY-OWNED LOTS CONTROLLED BY THE CITY’S BUREAU OF STREET SERVICES TO BE TRANSFERRED TO THE DEPARTMENT OF RECREATION AND PARKS AND DEDICATED AS PARK PROPERTY; APPROVAL OF THE EXCHANGE AGREEMENT - CONSIDERATION OF THE EIR, FIRST ADDENDUM, SECOND ADDENDUM, THIRD ADDENDUM, FOURTH ADDENDUM, AND ERRATA, FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES AND MITIGATION MONITORING PROGRAM FOR THE LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT EIR (SCH NO. 1990011065) AND EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15325(F) OF CALIFORNIA CEQA GUIDELINES

AP Diaz \_\_\_\_\_ S. Pifia-Cortez \_\_\_\_\_
H. Fujita \_\_\_\_\_ \*C. Santo Domingo DP
V. Israel \_\_\_\_\_ N. Williams \_\_\_\_\_

M. Shue
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the Exchange Agreement (Attachment 1), substantially in the form attached to this Report, with the 6th District Agricultural Association, an agency of the State of California (State) which memorializes the terms and conditions of the proposed transfer of two (2) City owned lots measuring approximately 19,800 square feet or 0.45 acres with Assessor’s Parcel Nos. 5037-027-924 and 925 located on Leighton Street and as depicted in Attachment 3 to this Report (Leighton Lots) to the State and the execution of the License Agreement approved by the Board of Recreation and Park Commissioners (Board) under Board Report No. 20-196 Revised which provides 33 parking spaces within Exposition Park for the use of Department of Recreation and Parks (RAP) staff and guests coming from RAP’s Expo Center;
2. Adopt the Resolution, attached to this report (Attachment 4), authorizing the transfer of the Leighton Lots to the State;

## BOARD REPORT

PG. 2 NO. 20-207

3. Approve the transfer of the Leighton Lots to the State, subject to the City Council's approval by ordinance, in accordance with the terms and conditions of the Exchange Agreement;
4. Accept the transfer of three (3) City owned lots currently controlled by the Bureau of Street Services measuring approximately 21,000 square feet or 0.48 acres with Assessor's Parcel Nos. 5113-031-901, 902, and 903 (Exchange Property) (Attachment 2) to be dedicated as park property under the control of RAP in exchange for the transfer of the Leighton Lots within Exposition Park to the State;
5. Direct RAP staff to obtain a Phase I Site Assessment report for the Exchange Property;
6. Direct the Board Secretary to transmit forthwith the Exchange Agreement to the Mayor's Office and the City Council for approval and the City Attorney for approval as to form;
7. Direct the Board Secretary to transmit the Resolution to the City Council for approval;
8. Authorize the Board President and Secretary to execute the Exchange Agreement and all other necessary documents required to complete the exchange of properties and the conveyance of the Leighton Lots to the State and the acceptance of the Exchange Property from GSD;
9. Direct that the Exchange Property to be accepted be set apart and dedicated as park property in perpetuity;
10. Find that the Exchange Agreement for the transfer of the Leighton Lots to the State has been considered in the EIR, first addendum, second addendum, third addendum, fourth addendum, and errata, findings, statement of overriding considerations and accompanying mitigation measures and Mitigation Monitoring Program for the Los Angeles Memorial Coliseum Renovation Project (SCH No. 1990011065);
11. Determine that the transfer of the City owned "Exchange Property" to the Department of Recreation and Parks is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15325(f) of California CEQA Guidelines;
12. Authorize RAP's General Manager or his designee to make technical changes to the Exchange Agreement, as necessary; and
13. Direct RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption.

### SUMMARY

On October 1, 2020, the Board of Recreation and Park Commissioners (Board), through Report No. 20-196 Revised, granted conditional approval for the execution of a License Agreement with

## BOARD REPORT

PG. 3 NO. 20-207

the State that provides 33 parking spaces within Exposition Park for RAP at Expo Center and the Grant Deed for the transfer of two (2) parcels located at Exposition Park and owned by the Department of Recreation and Parks (RAP) for the construction of the Lucas Museum of Narrative Art (Museum). 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 (Leighton Lots). The Leighton Lots were paved and stripped for 33 parking spaces which were used by RAP staff working from Expo Center. In addition, the Board authorized the General Manager or his designee to draft 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.

As indicated in Report No. 20-196 Revised, 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." It was further indicated that 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.

As previously reported, the first two requirements that allows for the transfer of otherwise suitable RAP park property have been met. The Leighton Lots will be used as landscaped open space, which is consistent with a public park use. And the prior approval of the License Agreement with the State that provides 33 parking spaces for RAP staff working at Expo Center provides RAP with equivalent value for the Leighton Lots being transferred to the State. The remaining requirement that RAP receives new property of equal size in same neighborhood is the subject of this report.

### Exchange Property

Recently, RAP staff were able to identify a 21,000 square foot or 0.48 acre portion of a Streets Services Bureau (StreetsLA) maintenance yard located at 4206 S. Main Street as a possible replacement property. The property identified is composed of three (3) lots with Assessor's Parcel Nos. 5113-031-901, 902, and 903 (Exchange Property) (Attachment 2). The property is currently used to park StreetsLA vehicles and equipment and is part of a larger StreetsLA maintenance yard property measuring approximately 63,000 square feet or 1.44 acres. The proposed Exchange Property is located approximately two (2) miles from the Leighton Lots.

RAP staff finds the Exchange Property extremely desirable for park purposes, because it allows RAP to meet its operational and maintenance needs and proposes to continue its existing use as a maintenance yard. The property is considered a suitable replacement for a displaced RAP maintenance yard formerly located at South Park. The maintenance yard was displaced due to a recent renovation and improvement project that brought in sorely needed athletic improvements to the park. There is a plan to replace the maintenance yard at South Park, which would require the removal of several trees and green space. Obtaining the Exchange Property would allow for the replacement of the RAP maintenance yard lost as a result of the South Park improvements. RAP staff that are currently located at various facilities can be consolidated into one place. Further, since the Exchange Property is already an existing maintenance yard, only minimal

## BOARD REPORT

PG. 4 NO. 20-207

improvements will be required to meet RAP operational and maintenance needs. These improvements will be submitted to the Board for approval when project plans become available.

The Exchange Property's approximate size is larger than the Leighton Lots that measure approximately 19,800 square feet or 0.45 acres and it is located within the same neighborhood. These factors meet the third and final requirement to allow the transfer of otherwise suitable park property

### Exchange Agreement

As indicated in Report No. 20-196 Revised, the Board authorized RAP's General Manager or his designee to draft 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. Upon further discussion with the City Attorney, it is recommended that an Exchange Agreement is more appropriate. The Exchange Agreement is a binding contract between RAP and the State. RAP owns in fee certain properties that it wishes to convey to the State. The State operates several parking areas within Exposition Park and wishes to grant RAP a long-term irrevocable license for the use of 33 parking spaces within an underground parking structure. This Exchange Agreement memorializes the intent of each party to exchange their interests.

Further, it is our understanding that a motion giving instructions to StreetsLA and GSD to transfer the Exchange Property will be shortly presented to City Council for consideration. Once approved, an internal agreement will not be necessary to transfer the Exchange Property.

### ENVIRONMENTAL IMPACT

RAP staff found that the Transfer Agreement is part of a larger project, assessed in a previously certified EIR, along with four Addenda, Errata, Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program, for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065). On April 11, 2017, the Los Angeles Advisory Agency (Director of City Planning) approved the Fourth Addendum to the EIR for the proposed Lucas Museum of Narrative Arts as the Modified Project. A Notice of Determination (NOD) was filed with the Los Angeles County Clerk on April 24, 2017. No further CEQA documentation is required for the action.

RAP staff found that:

1. The proposed Project will not involve substantial changes in the project scope requiring major revisions in the previous EIR due new-significant environmental effects, or an increase in the severity of previously identified significant effects;
2. The circumstances under which the Project is undertaken will not require revisions of the previous EIR due new significant environmental effects or an increase in the severity of previously identified significant effects;
3. There is no new information of substantial importance showing new significant environmental effects not discussed in the previous EIR, or an increase in the severity of previously examined significant effects;

## BOARD REPORT

PG. 5 NO. 20-207

4. There are no mitigation measures or alternatives to the project considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, but not adopted with the previous EIR.

Based on these considerations, no subsequent EIR, Negative Declaration, or further addendum or other CEQA analysis is required for approval of the transfer.

The transfer of the Exchange Property from the City to RAP constitutes a transfer of ownership in land for park purposes. Therefore, staff recommends that the Board determines that it is exempt from the provisions of CEQA pursuant to Article 19, Section 15325(f) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

At this time, there is no fiscal impact to RAP's General Fund for the transfer of the Leighton Lots and acceptance Exchange Property. There is also no fiscal impact to RAP's General Fund for the execution of the Exchange Agreement. However, once the Exchange Property has been accepted, development and operational maintenance costs will be determined and a request for funding, if necessary, will be submitted through the City's budget process.

### 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.

### ATTACHMENTS

- 1) Exchange Agreement
- 2) Aerial Map of the Exchange Property
- 3) Quitclaim Deed Aerial Map of the Leighton Lots
- 4) Resolution

**EXCHANGE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This Exchange Agreement and Escrow Instructions (“*Agreement*”) is entered into as of \_\_\_\_\_, 2020, for identification purposes only, by and between 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*”, and the State of California, “*State*” acting by and through the State Public Works Board “SPWB” with the consent of the 6th District Agricultural Association, also known as Exposition Park, and the Natural Resources Agency. City and State are hereinafter individually referred to as a “*Party*” and collectively as the “*Parties*.”

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**Deleted:** , hereinafter referred to as “*State*”.

**RECITALS**

A. City is the sole fee simple owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in *Exhibit A* (“*City Property*”). The City Property is dedicated as a public park in accordance with the City Charter, which states that park property shall forever remain for the use of the public inviolate.

**Deleted:** real property

B. State desires to acquire the City Property and agrees to maintain the City Property as a public park for the use of the public. State further agrees to utilize the underground portion of the City Property as an underground parking structure which is consistent with park purposes. State owns and operates several parking lots within Exposition Park and will own and operate a new underground parking structure, a portion of which will be located underneath the City Property. In exchange for the City Property, State desires to grant to City a long-term, exclusive, irrevocable license (“*Parking License*”) with respect to 33 parking spaces primarily within the new underground parking structure, in accordance with and subject to terms and conditions set forth in a license agreement, a form of which is attached hereto as *Exhibit B* (“*License Agreement*”).

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C. City and State wish to exchange with each other their respective interests set forth above in Recitals A and B (“*Exchanged Interests*”).

**AGREEMENT**

NOW, THEREFORE, in consideration of valuable consideration, City and State agree as follows:

1. **Exchange.** City shall convey, through a quitclaim deed, the City Property to State, and State shall accept the City Property from City, all in accordance with this Agreement. State agrees to maintain the surface of the City Property as a public park for the use of the public. City agrees the use of the surface for any park purpose is consistent with the requirements of the City Charter and that the State’s use of the subsurface for an underground parking structure is a park purpose so long as State does not engage in the retail sale of gasoline, oil, or accessories or the provision of automotive service to private vehicles. State shall grant the Parking License to City through the License Agreement, all in accordance with this Agreement. The Parties

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**Deleted:** City Property in a manner  
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**Deleted:** garage  
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consider the value of the Exchanged Interests to be equal. Therefore, no additional consideration shall be payable by either of the Parties to the other Party upon, and in connection with, the exchange of the Exchanged Interests pursuant to this Agreement (the "*Exchange*").

## 2. Escrow.

2.1 **Escrow Instructions.** As soon as practicable after full execution of this Agreement, the Parties shall open an escrow account ("*Escrow*") with [First American](#) Title Insurance Company ("*Escrow Holder*") for the Exchange. Delivery of a fully executed copy of this Agreement to Escrow Holder shall constitute the opening of Escrow ("*Opening of Escrow*"). Escrow Holder shall confirm the Opening of Escrow to the Parties in writing. This Agreement constitutes the Parties' joint escrow instructions to Escrow Holder for the Exchange. The Parties agree to execute such additional escrow instructions consistent with the provisions of this Agreement, which may be required by Escrow Holder. As between the Parties, City and State agree that, if there is any conflict between the terms of this Agreement and any escrow instructions required by Escrow Holder, then the terms of this Agreement shall control.

2.2 **Payment of Closing Costs at Closing.** Except as otherwise specified herein, City and State shall each pay one-half of all Escrow fees, as applicable, in connection with the Exchange. Escrow Holder shall furnish City and State with a preliminary Escrow closing statement, which shall include their respective share of closing costs, at least three (3) business days prior to the Closing Date (as defined below). No later than 4:00 p.m. on the business day immediately prior to the Closing Date, City and State shall deposit into Escrow all closing costs pursuant to the preliminary Escrow closing statement furnished by Escrow Holder.

2.3 **Close of Escrow/Recordation.** Escrow shall close as soon as practicable, on or before the date that is thirty (30) calendar days following [on the later of \(i\) the date on which the City Clerk of the City attests this Agreement, as indicated on the signature page of this Agreement \("\*Effective Date\*"\) or \(ii\) thirty calendar days after the State Public Works Board approves the Exchange but in no event later than \\_\\_\\_\\_\\_](#), subject to extension of the Escrow period by mutual written agreement of the Parties. As used in this Agreement, "*Closing Date*" shall mean the date on which [the Quitclaim Deed is recorded in the Office of the County Recorder.](#) The Parties hereby instruct Escrow Holder to record the Quitclaim Deed (at the sole cost and expense of State, if any) immediately after City and State have satisfied their respective delivery obligations set forth below in Section 2.7. Such recordation of the Quitclaim Deed shall constitute "*Close of Escrow*" hereunder.

## 2.4 Escrow Cancellation.

### 2.4.1 Charges.

(1) **Party Default.** If Escrow fails to close due to a Party's default hereunder, and this Agreement is terminated as a result, then the defaulting Party shall pay all Escrow cancellation charges. "*Escrow cancellation charges*" means all fees, charges and expenses charged or passed on to the Parties by Escrow Holder, including all title expenses.

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(2) **No Default.** If Escrow fails to close, and this Agreement is terminated for any reason other than a default hereunder by one of the Parties, then City and State shall each pay one-half (½) of any Escrow cancellation charges, and each Party shall be deemed to have released the other Party from all liability for the failure of Escrow to close.

2.5 **Permitted Exceptions to Title.** The term "**Permitted Exceptions**", as used in this Agreement with respect to the City Property, shall mean *all* of the following: (a) the Quitclaim Deed and all reservations thereunder, as applicable; (b) liens for non-delinquent real property taxes and assessments, as applicable; (c) any items and exceptions created by or with the written consent of both Parties, including documents to be recorded pursuant to this Agreement; and (d) the title exceptions shown on that certain Preliminary Title Report issued by First American Title Insurance Company ("**Title Company**"), dated \_\_\_\_\_ (Title Order No. \_\_\_\_\_), attached hereto as **Exhibit C**. This representation and warranty by State shall survive the termination of this Agreement.

2.6 **Title Insurance.** At the Close of Escrow, title to the City Property shall be insured by the issuance of a standard coverage CLTA Owner's policy of title insurance ("**Title Policy**"), issued by Title Company and insuring fee title to the City Property being conveyed to the State, in an insured amount equal to \$ \_\_\_\_\_ and subject to the Permitted Exceptions. All costs and fees associated with the Title Policy shall be borne by the State.

## 2.7 Delivery of Documents.

2.7.1 **Delivery of City Documents.** No later than 4:00 p.m. on the business day immediately prior to the Closing Date, City, in addition to submitting to Escrow all of the closing costs pursuant to Section 2.2 above, shall deposit into Escrow the following documents:

(1) One (1) original of a quitclaim deed, duly executed by City and notarized, in the form attached hereto as **Exhibit D ("Quitclaim Deed")**, conveying the City Property to State (conformed copies of the recorded Quitclaim Deed shall be provided by Escrow Holder to City and State as soon as practicable);

(2) ~~Six (6) originals of the License Agreement, duly executed by City;~~

(3) A preliminary closing statement reasonably acceptable to City, prepared by Escrow Holder and signed by City, provided that such preliminary closing statement shall be provided to City no later than the time set forth in Section 2.2 above; and

(4) Such additional documents as shall be reasonably required by Escrow to consummate the Exchange, provided that any request for such additional documents shall be made to City in writing no later than three (3) business days prior to the Closing Date.

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**Deleted:** rights-of-way that are apparent from a visual inspection of the City Property; and (e

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**Deleted:** With respect to the State-owned property covered by the License, State hereby represents and warrants that no lien encumbers such property.

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**Deleted:** <#>One (1) original of the License Agreement, duly executed by City, together with a certificate of acceptance attached thereto, duly executed by City, accepting the License granted under the License Agreement (conformed copies of the recorded License Agreement shall be provided by Escrow Holder to City and State as soon as practicable);

2.7.2 **Delivery of State Documents.** No later than 4:00 p.m. on the business day immediately prior to the Closing Date, State shall deposit into Escrow the following documents:

(1) One (1) original of the certificate of acceptance, duly executed by State, accepting the Quitclaim Deed;

(2) ~~Six (6) originals~~ of the License Agreement, duly executed by State;

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(3) A preliminary closing statement reasonably acceptable to State, prepared by Escrow Holder and signed by State, provided that such preliminary closing statement shall be provided to State no later than the time set forth in Section 2.2 above; and

(4) Such additional documents as shall be reasonably required by Escrow to consummate the Exchange, provided that any request for such additional documents shall be made to State in writing no later than three (3) business days prior to the Closing Date.

3. **Brokerage Commission.** City and State represent and warrant to each other that they have not employed, dealt with or incurred any obligation to any other broker, agent or finder in connection with the Exchange, and that they have not incurred any obligation to pay any other real estate brokerage or other commission or fee in connection with the Exchange. City and State agree to indemnify, defend and hold each other free and harmless from and against all costs and liabilities, including, without limitation, reasonable attorneys' fees and the costs and expenses of litigation, for causes of action or proceedings in any way related to or resulting from a breach of the foregoing representation and warranty or arising out of any action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party, respectively, in connection with this transaction.

4. **Acquire "AS IS."** City makes no representations or warranties as to the physical condition, title or any aspect of the City Property or in connection with any matter relating to its condition, value, fitness, use, or regulations which may be relied directly or indirectly. State acknowledges that it is relying solely upon its own inspection, investigation and analyses of the City Property and the matters described above and its own verification of the information contained herein in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties or other information or material furnished by City or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. THEREFORE, STATE AGREES THAT IT IS ACQUIRING THE CITY PROPERTY UNDER THIS AGREEMENT "AS-IS", AND "WITH ALL FAULTS", BASED SOLELY ON THE INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION STATE DESIRES TO MAKE AND EXPRESSLY WITHOUT CITY'S WARRANTY OR REPRESENTATION.

5. [reserved]

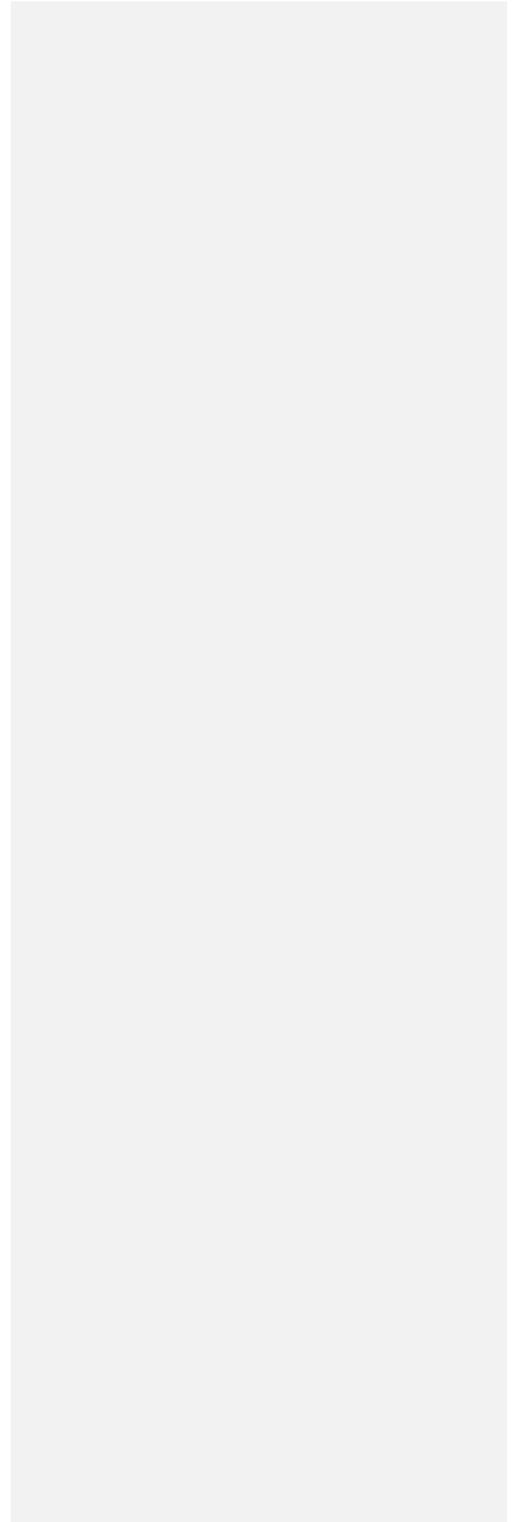
6. **Notices.** Any notice to be given hereunder to either Party or to Escrow Holder shall be in writing and shall be given either by personal delivery, facsimile, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

City: The City of Los Angeles  
Department of Recreation and Parks  
\_\_\_\_\_, Room 201  
Los Angeles, California 90017  
Attn: \_\_\_\_\_/Real Estate Division  
Phone No.: (213) 922-8\_\_\_\_  
Fax No.: (213) 922-\_\_\_\_

With Copy to The Office of the City Attorney  
City Hall East, Room 701  
200 North Main Street  
Los Angeles, California 90012  
Attn: \_\_\_\_\_  
Phone No.: (213) 978-8100  
Fax No.: (213) 978-8090

State: \_\_\_\_\_  
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With Copy to: \_\_\_\_\_  
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Escrow Holder:

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Either Party and Escrow Holder may, by written notice to the other and to Escrow Holder, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, then it shall be deemed to have been effectively served or delivered seventy-two (72) hours following the deposit of such notice in the United States mail in the manner set forth above. If any notice or other document shall be sent by facsimile or e-mail, then it shall be deemed to have been served or delivered upon electronic confirmation of transmission for facsimile or upon transmission for e-mail; provided that facsimile and e-mail notices shall be confirmed by a follow-up notice using approved methods hereunder within seventy-two (72) hours and provided further that subject to the foregoing if such transmission occurs on a weekend or holiday or after 5:00 p.m. on a weekday, it shall be deemed to have been received at 8:00 a.m. on the immediately following business day.

7. **Miscellaneous.**

7.1 **No Modifications.** No addition to or modification of any term or provision of this Agreement is effective unless in writing and signed by the Parties.

7.2 **Construction of Agreement.** The provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement.

7.3 **Headings.** The section headings of this Agreement are only for convenience and shall not be deemed to limit the subject of such sections or to be considered in their construction.

7.4 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.5 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

7.6 **Further Assurances.** Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of this Agreement.

7.7 **No Waiver.** No waiver by a Party of a breach of any of the terms, covenants, or conditions of this Agreement by the other shall be construed or held to be a waiver

**Deleted: <#>Attorneys' Fees.** If any Party to this Agreement shall bring any action or proceeding for any relief against the other Party, declaratory or otherwise, in any way arising out of or in connection with this Agreement and/or the Exchange, then the prevailing Party shall not be entitled to any attorneys' fees and costs (including, without limitation, expert witness fees) incurred in bringing or defending such action or proceeding or enforcing any judgment granted therein. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. ¶

of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a Party shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by either Party to or of any act by the other requiring the first Party's consent or approval shall not be deemed to waive or render unnecessary the consenting Party's consent or approval to or of any subsequent similar acts by the other Party.

7.8 **Severability.** If any portion of this Agreement is held by any court of competent jurisdiction to be illegal, null, void or against public policy, then the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law, but only to the extent that performance of such remaining provisions would not be inconsistent with the intent and purposes of this Agreement.

7.9 **Gender and Number.** As used in this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

7.10 **Entire Agreement.** This Agreement, [along with the Quitclaim Deed and the License Agreement](#), constitutes the entire agreement between the Parties pertaining to the Exchange, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, (including, without limitation, any letters of intent or understanding) with respect to the Exchange are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the exhibits attached to this Agreement.

7.11 **Survival.** All covenants, agreements, representations, warranties and indemnities contained in this Agreement shall survive the execution and delivery of this Agreement and the Close of Escrow and the delivery and recordation of all documents or instruments in connection therewith.

7.12 **Time References.** Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date ("**Performance Date**") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, then such Performance Date shall be automatically extended to the next business day. As used in this Agreement, "**business day**" means any calendar day that is not a Saturday, Sunday or City holiday. The time for performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

7.13 **Incorporation of Exhibits.** Except as intentionally omitted, all exhibits attached hereto and referred to herein are incorporated into the Agreement as though fully set forth herein.

7.14 **Venue.** In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County of [Los Angeles](#) and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

7.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument.

7.16 **Evidence of Execution.** Execution of this Agreement may be evidenced by the Parties exchanging signed copies of this Agreement by electronic transmission which electronic copies shall be deemed to be as good as hard/wet copies.

7.17 **Representation Regarding Authority.** Each Party hereby represents and warrants to the other Party that

[\(1\) It has the full right, power and legal authority to enter into this Agreement and, subject to the conditions in Paragraph 7.18 below, to consummate the transaction contemplated hereby;](#)

[\(2\) the individuals executing this Agreement and the instruments referenced therein for it shall have the legal power, right and actual authority to bind Party to the terms hereof and thereof; and](#)

[\(3\) the execution and delivery of this Agreement, and the performance of such Party's obligations hereunder, have been duly authorized and that, upon the Effective Date, this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.](#)

The representations contained in this Section shall survive the Close of Escrow or any termination of this Agreement.

[6.18 Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on the State until and unless it is approved by the California Department of General Services \[Food and Agricultural Code section 4051\(10\) and Government Code section 11005\] and authorized by the SPWB \[Government Code section 15853\]. This Agreement has no force and effect and is not binding on the City until and unless it is approved as to form by the City Attorney \[Los Angeles City Charter Section 370\].](#)

Deleted: +>>>>

*[Signatures on following two pages]*

**CITY:**

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_,  
President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_,  
Secretary  
Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE:**

STATE OF CALIFORNIA  
AUTHORIZED PURSUANT TO  
GOVERNMENT CODE SECTION  
15853  
State Public Works Board

By: \_\_\_\_\_  
Andrea Scharffer, Deputy Director  
Dated: \_\_\_\_\_

APPROVED PURSUANT TO FOOD  
AND AGRICULTURAL CODE  
SECITON 4051(10) AND  
GOVERNMENT CODE SECITON 11005

STATE OF CALIFORNIA  
Director, Department of General  
Services

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

CONSENT PURSUANT TO  
GOVERNMENT CODE SECTION 15853:

6th District Agricultural Association,  
Exposition Park

6<sup>th</sup> District Agricultural Association  
Exposition Park

By: \_\_\_\_\_  
Ana M. Lasso, General Manager  
Office of Exposition Park Management  
Date: \_\_\_\_\_

▼ Natural Resources Agency

By: \_\_\_\_\_  
Wade Crowfoot, Secretary  
Date: \_\_\_\_\_

**Deleted:** The

**Deleted:** California, acting by and through the

**Deleted:** <sup>Ⓜ</sup>  
**Reviewed and Approved:** <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Director of Department of General Services <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> By: \_\_\_\_\_ <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Tony Psihopaidas, Manager <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> State Owned Leasing and Development <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Date: \_\_\_\_\_ <sup>Ⓜ</sup>  
**Recommend Approval:** <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> By: \_\_\_\_\_ <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Kimberley Tsumura <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Senior Real Estate Officer <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> State Owned Leasing and Development <sup>Ⓜ</sup>  
<sup>Ⓜ</sup> Date: \_\_\_\_\_ <sup>Ⓜ</sup>  
**Consent:** <sup>Ⓜ</sup>  
<sup>Ⓜ</sup>



**ACKNOWLEDGEMENT**

Escrow Holder executes this Agreement solely for the purpose of acknowledging that it agrees to be bound by the provisions respecting Opening of Escrow, Close of Escrow, and termination of this Agreement.

**ESCROW HOLDER:**

[First American](#) Title Insurance Company

Deleted: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXCHANGE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This Exchange Agreement and Escrow Instructions (“*Agreement*”) is entered into as of \_\_\_\_\_, 2020, for identification purposes only, by and between 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**”, and 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**”. City and State are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. City is the sole fee simple owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in *Exhibit A* (“**City Property**”). The real property is dedicated as a public park that shall forever remain for the use of the public inviolate.

B. State desires to acquire the City Property and agrees to maintain the surface as a public park for the use of the public inviolate. State further agrees to utilize the underground portion of the City Property in a manner consistent with park purposes. State owns and operates several parking lots within Exposition Park and will own and operate a new underground parking structure, a portion of which will be located underneath the City Property. In exchange for the City Property, State desires to grant to City a long-term, exclusive, irrevocable license (“**Parking License**”) with respect to 33 parking spaces primarily within the new underground parking structure, in accordance with and subject to terms and conditions set forth in a license agreement, a form of which is attached hereto as *Exhibit B* (“**License Agreement**”).

C. City and State wish to exchange with each other their respective interests set forth above in Recitals A and B (“**Exchanged Interests**”).

**AGREEMENT**

NOW, THEREFORE, in consideration of valuable consideration, City and State agree as follows:

1. **Exchange.** City shall convey, through a quitclaim deed, the City Property to State, and State shall accept the City Property from City, all in accordance with this Agreement. State agrees to maintain the surface of the City Property as a public park for the use of the public inviolate. State further agrees to utilize the underground portion of the City Property in a manner consistent with park purposes. City agrees that use as a public parking garage is a park purpose so long as State does not engage in the retail sale of gasoline, oil, or accessories or the provision of automotive service to private vehicles, State shall grant the Parking License to City through the License Agreement, all in accordance with this Agreement. The Parties consider the value of the Exchanged Interests to be equal. Therefore, no additional consideration shall be payable by

either of the Parties to the other Party upon, and in connection with, the exchange of the Exchanged Interests pursuant to this Agreement (the "**Exchange**").

## 2. **Escrow.**

2.1 **Escrow Instructions.** As soon as practicable after full execution of this Agreement, the Parties shall open an escrow account ("**Escrow**") with \_\_\_\_\_ Title Insurance Company ("**Escrow Holder**") for the Exchange. Delivery of a fully executed copy of this Agreement to Escrow Holder shall constitute the opening of Escrow ("**Opening of Escrow**"). Escrow Holder shall confirm the Opening of Escrow to the Parties in writing. This Agreement constitutes the Parties' joint escrow instructions to Escrow Holder for the Exchange. The Parties agree to execute such additional escrow instructions consistent with the provisions of this Agreement, which may be required by Escrow Holder. As between the Parties, City and State agree that, if there is any conflict between the terms of this Agreement and any escrow instructions required by Escrow Holder, then the terms of this Agreement shall control.

2.2 **Payment of Closing Costs at Closing.** Except as otherwise specified herein, City and State shall each pay one-half of all Escrow fees, as applicable, in connection with the Exchange. Escrow Holder shall furnish City and State with a preliminary Escrow closing statement, which shall include their respective share of closing costs, at least three (3) business days prior to the Closing Date (as defined below). No later than 4:00 p.m. on the business day immediately prior to the Closing Date, City and State shall deposit into Escrow all closing costs pursuant to the preliminary Escrow closing statement furnished by Escrow Holder.

2.3 **Close of Escrow/Recordation.** Escrow shall close as soon as practicable, on or before the date that is thirty (30) calendar days following the date on which the City Clerk of the City attests this Agreement, as indicated on the signature page of this Agreement ("**Effective Date**"), subject to extension of the Escrow period by mutual written agreement of the Parties. As used in this Agreement, "**Closing Date**" shall mean the date on which both of the following are concurrently recorded in the Office of the County Recorder: (i) the Quitclaim Deed (defined below) and (ii) the License Agreement. The Parties hereby instruct Escrow Holder to concurrently record the Quitclaim Deed (at the sole cost and expense of State, if any) and the License Agreement (at the sole cost and expense of City, if any) immediately after City and State have satisfied their respective delivery obligations set forth below in Section 2.7. Such concurrent recordation of the Quitclaim Deed and the License Agreement shall constitute "**Close of Escrow**" hereunder. Neither of the two recordable documents shall be recorded without the concurrent recordation of the other.

## 2.4 **Escrow Cancellation.**

### 2.4.1 **Charges.**

(1) **Party Default.** If Escrow fails to close due to a Party's default hereunder, and this Agreement is terminated as a result, then the defaulting Party shall pay all Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses charged or passed on to the Parties by Escrow Holder, including all title expenses.

(2) **No Default.** If Escrow fails to close, and this Agreement is terminated for any reason other than a default hereunder by one of the Parties, then City and State shall each pay one-half (1/2) of any Escrow cancellation charges, and each Party shall be deemed to have released the other Party from all liability for the failure of Escrow to close.

2.5 **Permitted Exceptions to Title.** The term "*Permitted Exceptions*", as used in this Agreement with respect to the City Property, shall mean *all* of the following: (a) the Quitclaim Deed and all reservations thereunder, as applicable; (b) liens for non-delinquent real property taxes and assessments, as applicable; (c) any items and exceptions created by or with the written consent of both Parties, including documents to be recorded pursuant to this Agreement; (d) all covenants, conditions, restrictions, encroachments, reservations, easements, rights, and rights-of-way that are apparent from a visual inspection of the City Property; and (e) the title exceptions shown on that certain Preliminary Title Report issued by \_\_\_\_\_ Title Insurance Company ("*Title Company*"), dated \_\_\_\_\_ (Title Order No. \_\_\_\_\_), attached hereto as *Exhibit C*. With respect to the State-owned property covered by the License, State hereby represents and warrants that no lien encumbers such property. This representation and warranty by State shall survive the termination of this Agreement.

2.6 **Title Insurance.** At the Close of Escrow, title to the City Property shall be insured by the issuance of a standard coverage ALTA Owner's policy of title insurance ("*Title Policy*"), issued by Title Company and insuring fee title to the City Property being conveyed to the State, in an insured amount equal to \$\_\_\_\_\_ and subject to the Permitted Exceptions. All costs and fees associated with the Title Policy shall be borne by the State.

## 2.7 **Delivery of Documents.**

2.7.1 **Delivery of City Documents.** No later than 4:00 p.m. on the business day immediately prior to the Closing Date, City, in addition to submitting to Escrow all of the closing costs pursuant to Section 2.2 above, shall deposit into Escrow the following documents:

(1) One (1) original of a quitclaim deed, duly executed by City and notarized, in the form attached hereto as *Exhibit D* ("*Quitclaim Deed*"), conveying the City Property to State (conformed copies of the recorded Quitclaim Deed shall be provided by Escrow Holder to City and State as soon as practicable);

(2) One (1) original of the License Agreement, duly executed by City, together with a certificate of acceptance attached thereto, duly executed by City, accepting the License granted under the License Agreement (conformed copies of the recorded License Agreement shall be provided by Escrow Holder to City and State as soon as practicable);

(3) A preliminary closing statement reasonably acceptable to City, prepared by Escrow Holder and signed by City, provided that such

preliminary closing statement shall be provided to City no later than the time set forth in Section 2.2 above; and

(4) Such additional documents as shall be reasonably required by Escrow to consummate the Exchange, provided that any request for such additional documents shall be made to City in writing no later than three (3) business days prior to the Closing Date.

**2.7.2 Delivery of State Documents.** No later than 4:00 p.m. on the business day immediately prior to the Closing Date, State shall deposit into Escrow the following documents:

(1) One (1) original of the certificate of acceptance, duly executed by State, accepting the Quitclaim Deed;

(2) One (1) original of the License Agreement, duly executed by State and notarized;

(3) A preliminary closing statement reasonably acceptable to State, prepared by Escrow Holder and signed by State, provided that such preliminary closing statement shall be provided to State no later than the time set forth in Section 2.2 above; and

(4) Such additional documents as shall be reasonably required by Escrow to consummate the Exchange, provided that any request for such additional documents shall be made to State in writing no later than three (3) business days prior to the Closing Date.

3. **Brokerage Commission.** City and State represent and warrant to each other that they have not employed, dealt with or incurred any obligation to any other broker, agent or finder in connection with the Exchange, and that they have not incurred any obligation to pay any other real estate brokerage or other commission or fee in connection with the Exchange. City and State agree to indemnify, defend and hold each other free and harmless from and against all costs and liabilities, including, without limitation, reasonable attorneys' fees and the costs and expenses of litigation, for causes of action or proceedings in any way related to or resulting from a breach of the foregoing representation and warranty or arising out of any action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party, respectively, in connection with this transaction.

4. **Acquire "AS IS."** City makes no representations or warranties as to the physical condition, title or any aspect of the City Property or in connection with any matter relating to its condition, value, fitness, use, or regulations which may be relied directly or indirectly. State acknowledges that it is relying solely upon its own inspection, investigation and analyses of the City Property and the matters described above and its own verification of the information contained herein in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties or other information or material furnished by City or its representatives, whether oral or written, express or implied, of any nature whatsoever

regarding any such matters. THEREFORE, STATE AGREES THAT IT IS ACQUIRING THE CITY PROPERTY UNDER THIS AGREEMENT "AS-IS", AND "WITH ALL FAULTS", BASED SOLELY ON THE INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION STATE DESIRES TO MAKE AND EXPRESSLY WITHOUT CITY'S WARRANTY OR REPRESENTATION.

5. [reserved]

6. **Notices.** Any notice to be given hereunder to either Party or to Escrow Holder shall be in writing and shall be given either by personal delivery, facsimile, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

City: The City of Los Angeles  
Department of Recreation and Parks  
\_\_\_\_\_, Room 201  
Los Angeles, California 90017  
Attn: \_\_\_\_\_/Real Estate Division  
Phone No.: (213) 922-8\_\_\_\_  
Fax No.: (213) 922-\_\_\_\_

With Copy to The Office of the City Attorney  
City Hall East, Room 701  
200 North Main Street  
Los Angeles, California 90012  
Attn: \_\_\_\_\_  
Phone No.: (213) 978-8100  
Fax No.: (213) 978-8090

State: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Escrow Holder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either Party and Escrow Holder may, by written notice to the other and to Escrow Holder, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, then it shall be deemed to have been effectively served or delivered seventy-two (72) hours following the deposit of such notice in the United States mail in the manner set forth above. If any notice or other document shall be sent by facsimile or e-mail, then it shall be deemed to have been served or delivered upon electronic confirmation of transmission for facsimile or upon transmission for e-mail; provided that facsimile and e-mail notices shall be confirmed by a follow-up notice using approved methods hereunder within seventy-two (72) hours and provided further that subject to the foregoing if such transmission occurs on a weekend or holiday or after 5:00 p.m. on a weekday, it shall be deemed to have been received at 8:00 a.m. on the immediately following business day.

7. **Attorneys' Fees.** If any Party to this Agreement shall bring any action or proceeding for any relief against the other Party, declaratory or otherwise, in any way arising out of or in connection with this Agreement and/or the Exchange, then the prevailing Party shall not be entitled to any attorneys' fees and costs (including, without limitation, expert witness fees) incurred in bringing or defending such action or proceeding or enforcing any judgment granted therein. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

8. **Miscellaneous.**

8.1 **No Modifications.** No addition to or modification of any term or provision of this Agreement is effective unless in writing and signed by the Parties.

8.2 **Construction of Agreement.** The provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement.

8.3 **Headings.** The section headings of this Agreement are only for convenience and shall not be deemed to limit the subject of such sections or to be considered in their construction.

8.4 **Governing Law.** The laws of the State of California shall govern this Agreement.

8.5 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

8.6 **Further Assurances.** Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of this Agreement.

8.7 **No Waiver.** No waiver by a Party of a breach of any of the terms, covenants, or conditions of this Agreement by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a Party shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by either Party to or of any act by the other requiring the first Party's consent or approval shall not be deemed to waive or render unnecessary the consenting Party's consent or approval to or of any subsequent similar acts by the other Party.

8.8 **Severability.** If any portion of this Agreement is held by any court of competent jurisdiction to be illegal, null, void or against public policy, then the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law, but only to the extent that performance of such remaining provisions would not be inconsistent with the intent and purposes of this Agreement.

8.9 **Gender and Number.** As used in this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

8.10 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the Exchange, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, (including, without limitation, any letters of intent or understanding) with respect to the Exchange are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the exhibits attached to this Agreement.

8.11 **Survival.** All covenants, agreements, representations, warranties and indemnities contained in this Agreement shall survive the execution and delivery of this

Agreement and the Close of Escrow and the delivery and recordation of all documents or instruments in connection therewith.

8.12 **Time References.** Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date (“*Performance Date*”) on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, then such Performance Date shall be automatically extended to the next business day. As used in this Agreement, “*business day*” means any calendar day that is not a Saturday, Sunday or City holiday. The time for performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

8.13 **Incorporation of Exhibits.** Except as intentionally omitted, all exhibits attached hereto and referred to herein are incorporated into the Agreement as though fully set forth herein.

8.14 **Venue.** In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

8.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument.

8.16 **Evidence of Execution.** Execution of this Agreement may be evidenced by the Parties exchanging signed copies of this Agreement by electronic transmission which electronic copies shall be deemed to be as good as hard/wet copies.

8.17 **Representation Regarding Authority.** Each Party hereby represents and warrants to the other Party that the execution and delivery of this Agreement, and the performance of such Party's obligations hereunder, have been duly authorized and that, upon the Effective Date, this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The representations contained in this Section shall survive the Close of Escrow or any termination of this Agreement.

*[Signatures on following two pages]*

**CITY:**

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_,  
President

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

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_,

Secretary

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

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

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

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

**STATE:**

The State of California, acting by and through  
the 6th District Agricultural Association,  
Exposition Park

6<sup>th</sup> District Agricultural Association  
Exposition Park

By: \_\_\_\_\_  
Ana M. Lasso, General Manager  
Office of Exposition Park Management  
Date: \_\_\_\_\_

**Reviewed and Approved:**

Director of Department of General  
Services

By: \_\_\_\_\_  
Tony Psihopaidas, Manager  
State Owned Leasing and Development  
Date: \_\_\_\_\_

**Recommend Approval:**

By: \_\_\_\_\_  
Kimberley Tsumura  
Senior Real Estate Officer  
State Owned Leasing and Development  
Date: \_\_\_\_\_

**Consent:**

Natural Resources Agency

By: \_\_\_\_\_  
Wade Crowfoot, Secretary  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

Escrow Holder executes this Agreement solely for the purpose of acknowledging that it agrees to be bound by the provisions respecting Opening of Escrow, Close of Escrow, and termination of this Agreement.

**ESCROW HOLDER:**

\_\_\_\_\_ Title Insurance Company

By: \_\_\_\_\_

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

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





EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM

4206 S. Main Street  
APNs 5113-031-900, 901, 902, 903



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.

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SCALE 1: 1,128

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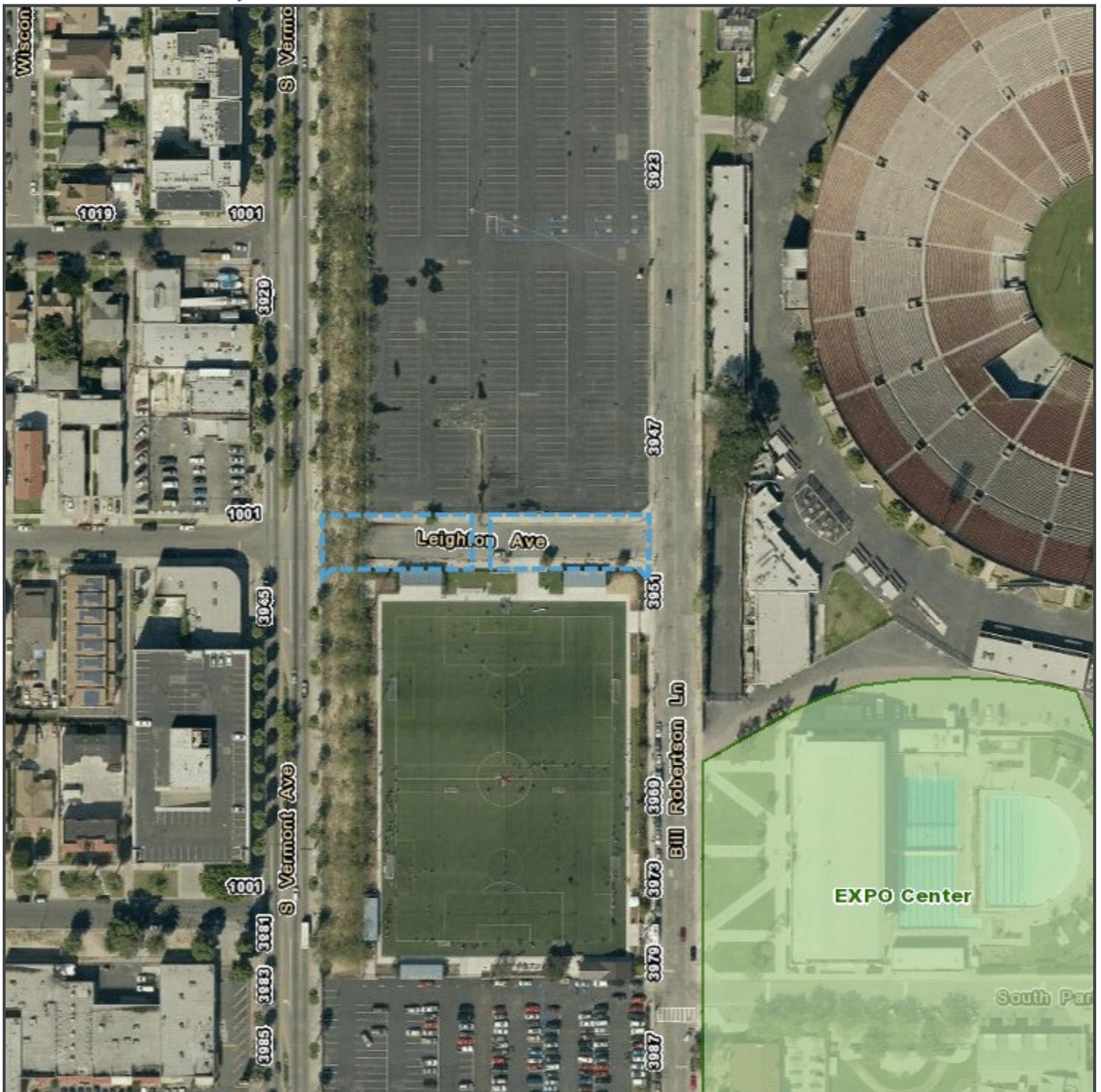
NOTES





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.

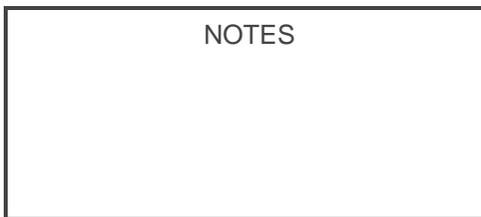
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SCALE 1: 2,257



NOTES



## RESOLUTION NO. \_\_\_\_\_

WHEREAS, on April 19, 2017, the Board of Recreation and Park Commissioners (Board), through Board Report No. 17-104, granted conceptual approval for the use of two (2) parcels located at Exposition Park and owned by the Department of Recreation and Parks (RAP) for the construction of the Lucas Museum of Narrative Art (Museum); and

WHEREAS, the two (2) parcels are identified by its Assessor's Parcel Nos. of 5037-027-924 and 925 which comprise the entirety of Leighton Street within the park and which measures approximately 0.45 acres and was paved and stripped for 33 parking spaces which were used by RAP staff working from Expo Center (Leighton Lots); and

WHEREAS, in addition to granting 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 of California (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 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/RAP 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; and

WHEREAS, on May 23, 2017, the Board, through Board Report No. 17-135(Revised), authorized the negotiations and executions of the Amendment to the Ground Lease and the Lease related to the Museum project; and

WHEREAS, on June 7, 2017, the Board, through Board Report No. 17-144 (Revised), 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; and

WHEREAS, the State and the City have come to an agreement regarding the transfer of the Leighton Lots to the State where the State, in exchange for the transfer and for the agreement to maintain the Leighton Lots as park land in perpetuity, has offered the City a 96-year License Agreement that provides the City with 33 parking spaces within Exposition Park at no cost to the City, which is intended to provide a replacement value commensurate with the number of parking spaces lost from the transfer of the Leighton Lots; and

WHEREAS, the City has identified a portion of City-owned property located at 4206 S. Main Street as replacement land for the transfer of the Leighton Lots in accordance with Charter Section 594(c)(2); and

WHEREAS, the City-owned property, under the jurisdiction of the Street Services Bureau (StreetsLA) and the General Services Department (GSD), consists of 3 parcels with the following Assessor's Parcel Nos. 5113-031-901, 902, and 903; measures approximately 21,000 square

feet or 0.48 acres in size and; is located at 4206 S. Main Street (Exchange Property) which is approximately two (2) miles east of the Leighton Lots; and

WHEREAS, the Exchange Property is being conveyed to RAP as replacement property for the transfer of the Leighton Lots at no cost to RAP; and

WHEREAS, City and the State have agreed to enter into an Exchange Agreement that memorializes the terms and conditions of the conveyance of the Leighton Lots to the State, and the offer of a License Agreement that provides 33 parking spaces within Exposition Park by the State to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the conveyance of the Leighton Lots to the State subject to the terms and conditions of the Exchange Agreement approved by the Board and subject to the approval of City Council by ordinance; and

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners approves the Exchange Agreement approved by the Board and authorizes the Board President and Secretary to execute the agreement upon receipt of all the necessary approvals; and,

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners authorizes the General Manager or his designee to make technical changes to the Exchange Agreement, as necessary; and,

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners authorizes the acceptance of the Exchange Property to be dedicated and set apart as park property, in perpetuity.

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

\_\_\_\_\_  
Harold Arrivillaga, Secretary

Resolution No. \_\_\_\_\_