

APPROVED

REVISED

FEB 03 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-023

DATE February 03, 2022

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STRATHERN PARK WEST – SECOND LEASE AMENDMENT TO PORTER BILL LEASE DL 000415-02-01 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR A TEMPORARY REDUCTION IN THE LEASE PREMISES AREA RELATED TO A PROPOSED TINY HOMES VILLAGE PROJECT

AP Diaz \_\_\_\_\_ M. Rudnick \_\_\_\_\_
H. Fujita \_\_\_\_\_ C. Santo Domingo DF
J. Kim \_\_\_\_\_ N. Williams \_\_\_\_\_

M. Slue
General Manager

Approved x Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the Second Lease Amendment to Porter Bill Lease DL 000415-02-01 (Second Amendment) between the Department of Recreation and Parks (RAP) and the State of California Department of Transportation, substantially in the form attached hereto as Attachment No. 1, to extend the period of a temporary reduction of the leased premises in connection with the construction and operation of temporary homeless shelters;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Second Amendment to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Second Amendment subsequent to all necessary approvals; and,
4. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

## BOARD REPORT

PG. 2 NO. 22-023

### SUMMARY

Strathern Park West (Park) is located at 12541 W. Saticoy Street, Sun Valley, California 91605. Park improvements include a walking path and several picnic tables. The Park measures approximately 8 acres, of which 6.02 acres is on land leased from the State of California Department of Transportation (CalTrans) under Porter Bill Lease DL 000415-01- 01 (Porter Bill). The remaining acres of the Park is on City owned property. This Park is predominantly undeveloped and underutilized.

On February 18, 2021, the Board of Recreation and Parks Commissioners (Board) approved the First Lease Amendment (First Amendment) to the Porter Bill at Strathern Park West for the temporary reduction in the Porter Bill lease premises in order to facilitate the construction of a Tiny Home Village (Report 21-028). The area which was temporarily removed from the leased premises by way of the First Amendment measures approximately 1.02 acres or 44,533 square feet, and at the time was a dirt lot devoid of any landscaping or other park improvements (Removed Area). Due to the site's condition and proximity to the 170 Freeway the Removed Area was not actively used by the general public. It should be noted that the current premises area of the Porter Bill is 6.02 acres or 262,204 square feet. Under the First Amendment, the Removed Area would be removed from the leased premises for a term of three (3) years, with the area reverting back to being part of the premises leased to RAP at the end of such term. This term is scheduled to end on August 30, 2024.

Per Report No. 21-028, CalTrans was planning to enter into a separate agreement with the City's Department of General Services (GSD) for the lease of the Removed Area for a three (3) year period in order to facilitate the construction and operation of the Tiny Home Village. However, the aforementioned agreement between Caltrans and GSD was approved with an initial term of three (3) years and four (4) individual extensions for a period of one (1) year each, which will end on December 31, 2028 should all extension options be exercised (C.F. 20-0841-S13). Construction of the Tiny Home Village at the site is complete and the site began operations in September 2021.

RAP staff is recommending that the Board approve the proposed Second Amendment, which will allow the term for which the Removed Area shall remain removed from the lease premises under the Porter Bill to be automatically extended should the agreement between Caltrans and GSD be extended. Given that Caltrans is the underlying property owner and the Removed Area was not actively used by the general public, the approval of the Second Amendment will not impact RAP's operations or service to the public. It should be noted that the future extensions to the period of time the Removed Area shall remain removed from lease premises shall not extend past October 31, 2026, which is the expiration date for the original Porter Bill Lease. RAP will work with Caltrans to renew the Porter Bill Lease upon its expiration, and any new succeeding lease shall be presented to the Board for approval.

## BOARD REPORT

PG. 3 NO. 22-023

### ENVIRONMENTAL IMPACT

The Los Angeles City Council found that the Saticoy Tiny Home Village is exempt from the provisions of the California Environmental Quality Act (CEQA) on December 1 2021. On February 18, 2021, the Board of Recreation and Parks Commissioners found that the First Lease Amendment to the Porter Bill at Strathern Park West for the temporary reduction in the Porter Bill lease premises in order to facilitate the construction of a Tiny Home Village is exempt from CEQA (Report 21-028). The proposed Board action, which extends the duration of the time in which the Removed Area remains removed from the lease premises does not cause any change to the environmental effect of the project approved on February 18, 2021. Therefore no further CEQA action is necessary.

### FISCAL IMPACT

The approval of the proposed Second Amendment to the Porter Bill Lease will have no impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Analyst, Planning, Maintenance and Construction Branch.

### ATTACHMENTS

- 1) Second Lease Amendment to the Porter Bill Lease DL 000415-02-01

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 7

100 S. MAIN STREET, SUITE 100

LOS ANGELES, CA 90012

PHONE (213) 897-0362

FAX (213) 897-0360

TTY 711

www.dot.ca.gov

*Making Conservation  
a California Way of Life.*

January 12, 2022

Parcel Number 07 DL000415-02-01

**PORTER BILL LEASE - Second Lease Amendment**

Whereas, the City of Los Angeles, by its Department of Recreation and Parks (LESSEE), and STATE OF CALIFORNIA, acting through its Department of Transportation, (LESSOR), have heretofore entered into that certain lease dated November 1, 1976, (LEASE). LEASE sets forth the terms and conditions under which the State leased the premises known as property management lease DL000415-02-01 which is in the City of Los Angeles, County of Los Angeles (SITE).

WHEREAS, pursuant to that First Lease Amendment executed by LESSEE and LESSOR on August 31, 2021, LESSEE AND LESSOR previously agreed to carve out a portion of LEASE for Governors Executive Order 2320 (GO2320) for a three year period from August 31, 2021 through August 30, 2024 while reducing street homelessness, break down barriers to homeless individuals accessing health care and other critical services, and to increase housing options for those experiencing homelessness.

WHEREAS, the LESSEE also has Statutorily-Authorized Temporary Emergency Shelter and/or Feeding Program Lease with the City of Los Angeles, Department of General Services for the operation of a homeless shelter at SITE. At the end of the term of the Statutorily-Authorized Temporary Emergency Shelter and/or Feeding Program Lease, per Article 3 page 6, Tenant of said Lease may extend the term of the Statutorily-Authorized Temporary Emergency Shelter and/or Feeding Program Lease for four (4) individual extended terms of one (1) year not to exceed past December 31, 2028.

Should the term of the portion leased under GO2320 to the City of Los Angeles, Department of General Services be extended, the term of this Second Lease Amendment shall also be extended. Any extensions to this Second Lease Amendment shall not exceed the expiration of Porter Bill lease 000415-01-01 ending October 31, 2026.

NOW THEREFORE, the terms of the PORTER BILL LEASE have been amended.

All other terms and conditions of the PORTER BILL LEASE, dated November 1, 1976 shall remain the same.

The parties have entered into this Second LEASE AMENDMENT, of the PORTER BILL LEASE on This     day of            2022.

LESSEE: City of Los Angeles, Board of Recreation and Park Commissioners

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

Takisha Sardin  
Board Secretary

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

Sylvia Patsaouras  
Board President

**Approved As To Form:**

Mike Feuer, City Attorney

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

Saro Bailan  
Deputy City Attorney

LESSOR: State of California, Department of Transportation

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

Mary Gutierrez  
Senior Right of Way Agent  
Property Management

District 7 Division of Right of Way and Right of Way Engineering

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

Acting Office Chief  
Property Services  
District 7 Division of Right of Way and Right of Way Engineering

Attachments:

- Original PORTER BILL LEASE Agreement
- New Rental Agreement (Shelter Housing with City of LA)
- Porter Bill Lease First Amendment

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 7  
 100 S. MAIN STREET, SUITE 100  
 LOS ANGELES, CA 90012  
 PHONE (213) 897-0362  
 FAX (213) 897-0360  
 TTY 711  
 www.dot.ca.gov



Making Conservation  
 a California Way of Life.

August 23, 2021

Parcel Number 07 DL000415-01-01

**PORTER BILL LEASE - First Lease Amendment**

Whereas, the city of Los Angeles, by its Department of Recreation and Parks (LESSEE), and STATE OF CALIFORNIA, acting of by as through the Department of Transportation, (LESSOR), have heretofore entered into that certain lease dated August 31, 2021 (LEASE). LEASE sets forth the terms and conditions under which the State leased the premises known as property management lease DL000415-01-01 which is in the city of Los Angeles, County of Los Angeles (SITE).

WHEREAS, LESSEE AND LESSOR Mutually agree to carve out a portion of LEASE for Governors Executive Order 2320 (GO2320) for a three year period August 31 2021 through August 30 2021 while reducing street homelessness, break down barriers to homeless individuals accessing health care and other critical services, and to increase housing options for those experiencing homelessness. **At end of term of Homeless Lease, the portion being leased under GO2320 will revert back to the original lease DL 000415-01-01 at expiration.**

NOW THEREFORE, the terms of the PORTER BILL LEASE have been amended.

All other terms and conditions of the PORTER BILL LEASE, dated November 1, 1976 shall remain the same.

The parties have entered into this FIRST LEASE AMENDEMENT, of the PORTER BILL LEASE on this Tuesday day of August 31 2021.

LESSEE: City of Los Angeles, Board of Recreation and Park Commissioners

By: Harold Arrivillaga Date 8/31/2021  
 Harold Arrivillaga  
 Board Secretary

By: Sylvia Patsaouras Date 8/31/2021  
 Sylvia Patsaouras, Board President

**Approved As To Form:**  
Mike Feuer, City Attorney

By:  Date September 2, 2021  
Saro Bailan  
Deputy City Attorney

LESSOR: State of California, Department of Transportation

By:  Date 9/8/2021  
Elizabeth La Crue  
Senior Right of Way Agent  
Homeless Coordinator  
District 7 Division of Right of Way and Right of Way Engineering

By:  Date 9-8-2021  
Doug Hoover  
Office Chief  
Excess Land, Wireless and Airspace  
District 7 Division of Right of Way and Right of Way Engineering

Attachments:  
Exhibit A: Legal Description for Lease Agreement Purposes  
Original PORTER BILL LEASE Agreement  
New Rental Agreement (Shelter Housing with City of LA)

## Exhibit "A"

### Legal Description

### For Lease Agreement Purposes

### LA-170-PM 18.8

Being portions of Lot 17 and Lot 20, both of Tract No. 1212, in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 18, Pages 126 and 127, of Maps, in the Office of the Registrar-Recorder/County Clerk of said county, and more particularly described as follows:

**BEGINNING** at a point in the westerly line of said Lot 17, said point being distant 18.49 feet northerly, measured along said westerly line from the southwest corner of said Lot 17; Thence along said westerly line North 10° 13' 52" West, 728.10 feet to the southeasterly corner of said Lot 20; Thence along the westerly line of that certain parcel of land acquired by the State of California, Parcel Number 415, by Deed recorded August 31, 1959 in Book D588, Page 697, of Official Records, North 17° 22' 40" West, 244.14 feet to the northwesterly corner of last said state parcel; Thence along the northerly line of said Lot 20, North 79° 44' 08" East, 30.36 feet to the northeasterly corner of last said lot; Thence along the easterly line of Lot 21 of said Tract 1212, North 10° 13' 52" West, 242.00 feet to the Northeasterly corner of said Lot 21; Thence easterly along the easterly prolongation of the northerly line of said Lot 21, North 79° 43' 57" East, 20.14 feet; Thence South 11° 08' 41" East, 262.57 feet; Thence South 11° 05' 22" East, 254.76 feet; Thence South 13° 55' 42" East, 257.57 feet; Thence South 16° 49' 15" East, 187.26 feet to a curve concave easterly and having a radius of 889.00 feet; Thence southerly along said curve from a tangent bearing South 09° 51' 05" West through a central angle of 00° 42' 52" an arc distance of 11.08 feet; Thence North 18° 05' 47" West, 31.68 feet to the most northerly corner of Parcel 3 of Relinquishment No. 676 of the Highway Right of Way relinquished to the City of Los Angeles by resolution of the California Highway Commission, a certified copy of which resolution is recorded February 27, 1969, as Instrument No. 2241, in Book R3162, Page 698, of Official Records of said County; Thence along the westerly line of said relinquishment South 16° 44' 15" West, 47.64 feet; Thence South 03° 29' 51" West, 106.90 feet; Thence South 06° 55' 00" East, 53.57 feet; Thence South 08° 47' 17" East, 61.48 feet to a curve, concave northwesterly and having a radius of 16.00 feet; Thence southwesterly along last said curve from a tangent bearing South 06° 04' 42" East, through a central angle of 49° 44' 19", an arc distance of 13.89 feet to a point in said westerly line of Lot 17, said point also being the **POINT OF BEGINNING**.

Containing 0.9 acres, more or less.



SCALE: 1" = 150'

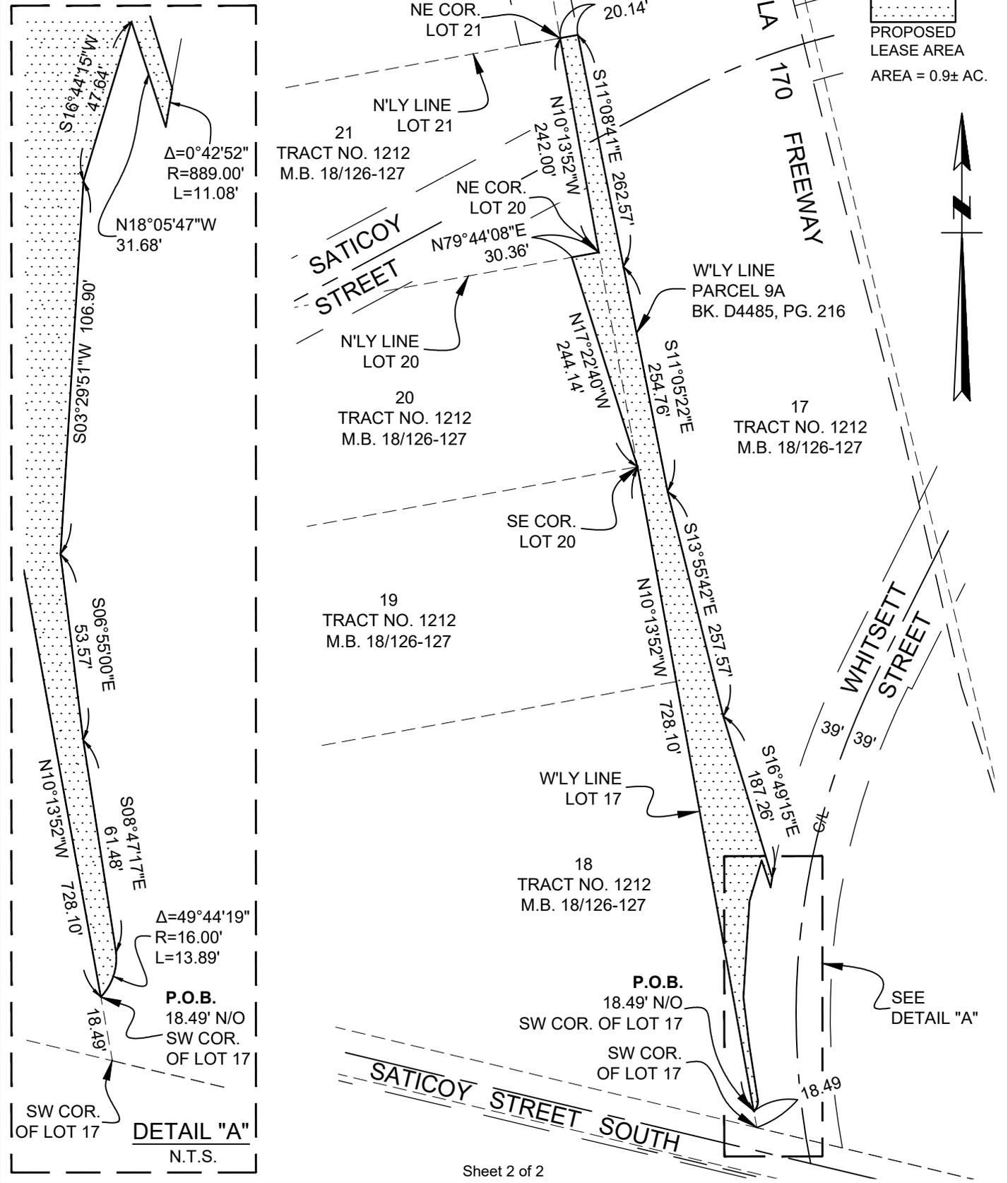
# EXHIBIT "B"

## MAP

BEING A PORTIONS OF LOT 17 AND LOT 20, BOTH OF TRACT NO. 1212, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 18, PAGES 126 AND 127, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

### NOTES:

 PROPOSED LEASE AREA  
AREA = 0.9± AC.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Porter Bill Lease  
DL000415-01-01

Strathern & Whitsett

WHEREAS, the Legislature has enacted Section 104.15 of the Streets and Highways Code to authorize the Department to lease to local agencies for park purposes such portion of the remainder of property acquired pursuant to Section 104.1 not to exceed 200 feet from the closest boundary of the State highway or public work or improvement, when such use will protect such highway, public work or improvement and its environs, and will preserve its view, appearance, light and usefulness in accordance with conditions prescribed by the California Highway Commission; and,

WHEREAS, the California Highway Commission has prescribed certain procedures, terms and conditions for the leasing of such property; and,

WHEREAS, the City of Los Angeles, by its Department of Recreation and Parks, intends to develop a park upon said property;

IT IS THEREFORE AGREED that the State of California and the City of Los Angeles, by its Department of Recreation and Parks, hereby enter into a leasehold containing the following terms and conditions:

LEASE covering premises in the City of Los Angeles, County of Los Angeles.

THIS INDENTURE OF LEASE, made and entered into and effective this 1st day of November, 1976, by and between the STATE OF CALIFORNIA, acting by and through the Department of

Transportation, hereinafter called the LESSOR, and the City of Los Angeles, by its Department of Recreation and Parks, hereinafter called the LESSEE:

W I T N E S S E T H

That the Lessor, for and in consideration of the covenants, conditions, agreements and stipulations hereinafter to be performed by the Lessee does hereby lease unto the said Lessee, said land or interests therein being shown on the map or plat attached hereto, marked "Exhibit A", and by this reference made apart hereof, and more particularly described in the attached Legal Description marked "Exhibit B".

TO HAVE AND TO HOLD such premises, hereinafter called "The leased premises", together with appurtenances and easements belonging thereto for the term and on the conditions hereinafter set forth.

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. TERM:

The term of this lease shall be for a period of fifty (50) years beginning November 1, 1976, and ending October 31, 2026

2. TERMINATION:

This lease shall terminate, at the option of Lessor, upon the occurrence of any of the following events:

- (A) All or any portion of the leased premises is required for State highway or other public transportation purposes, PROVIDED HOWEVER, that when all or any portion of the leased property is required for highway purposes, the Lessor shall provide 180-day's notice of termination;
- (B) All or any portion of the leased property ceases to be used for park purposes.
- (C) In the opinion of the Director of Transportation, the property is not maintained in such a manner as to protect and enhance the highway or public works and its environs, PROVIDED HOWEVER, that the Lessor shall notify the Lessee that the Director has determined that the property is not so maintained, stating the reasons for such determination, and PROVIDED FURTHER, that Lessee shall have a reasonable time, not to exceed one hundred eighty (180) days, to remedy the conditions or defects which formed the basis for the Director's determination.

This lease may be terminated at any time at the option of Lessee. Prior to such termination, however, Lessee shall provide Lessor with 180-day's notice of termination.

It is understood and agreed that upon termination of this lease for any reason, Lessor shall not be obligated to provide replacement lands or facilities or compensation in any manner for the part taken or the remainder of the leased premises. PROVIDED HOWEVER, Lessee has purchased adjoining property in conjunction with this Lease, and if said adjoining parcel remains in the ownership of the Lessee

and continues to be used in conjunction with the leased premises, and if this lease is terminated for the reasons stated in 2(a) above, Lessee shall be entitled to recover from the acquiring agency severance damages, if any, to the extent that said adjoining parcel is damaged.

3. RENTAL:

The Lessee agrees to pay Lessor as rent for the leased premises during the term of the sum of One Hundred and 00/100 Dollars (\$100.00), payable annually in advance to the Lessor at the office of the State of California, Department of Transportation, at 120 South Spring Street, Los Angeles, California, commencing on the 1st day of November, 1976, and on the 1st day of November of each year thereafter.

4. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:

Lessee agrees to develop a park upon the leased premises and to commence construction of said park, as approved by Lessor, no later than November 1, 1977, and to complete said construction on or before November 1, 1978. In the event construction is not commenced and completed in the time set forth above, or if not prosecuted with reasonable diligence to completion, this lease may be terminated at Lessor's option.

The Lessee, prior to the construction of any improvements on the leased premises, shall furnish a description of the proposed facility including:

- (a) Two each - site plans and one duplicate tracing, at scale 1/20" to 1' on sheets 30" x 40".

(b) Two each - architectural elevations and one duplicate tracing, at scale 1/8" to 1' on sheets 30" x 40".

(c) Specifications, including structural system, types of materials, exterior finishing and landscaping.

All plans and specifications submitted by the Lessee to the Lessor shall be subject to the Lessor's review and approval, including but not limited to lighting facilities and to means of ingress and egress to the property. Building improvements shall be limited to those included in the approved plan. No additional building improvements shall be allowed without prior written consent of the Lessor. All building improvements shall conform to local building codes and ordinances. All signs shall be subject to the prior approval of the Lessor. Any facilities constructed for the protection of the Lessor's facility shall be maintained in the condition as approved in the plans.

LESSEE further agrees that improvements constructed on the leased premises shall conform to approved plans and specifications referred to in Clause 4 - (a), (b) and (c). It is further agreed and understood that the leased premises shall be used exclusively for park purposes, and the premises will not be used for other purposes or for purposes deemed by the Lessor to be a potential fire or other hazard to the highway facility. The operation and maintenance of leased premises shall be subject to regulations by the Lessor to protect against fire or other hazard impairing the use, safety and appearance of the highway. No change in use shall be permitted without the Lessee's first having obtained written approval from the Lessor. Lessee specifically understands that any change of use of

the leased premises which is inconsistent with park purposes shall be considered as a material breach of this lease and the cause of forfeiture of the lease.

Lessee, at his sole cost and expense, shall comply with and faithfully observe in the use of the premises all the requirements of all Municipal, State and Federal authorities now in force or which may hereinafter be in force pertaining to the leased premises.

Within ninety (90) days after completion of construction of the facilities, the Lessee shall furnish to the Lessor two sets of the plans and specifications used in said construction in detail, including the location of all underground and above-ground utility lines, as well as construction detail.

The Lessee, at his own cost and expense, shall maintain the leased premises, including all building, structures, landscaping and improvements constructed thereon, and all driveways, fences, and guardrails heretofore, or hereafter erected in good repair at all times in an orderly, clean, safe and sanitary condition in such a manner as to protect and enhance the abutting highway or public works and its environs and to preserve said highways' or public work's view, appearance, light, air and usefulness, and otherwise in compliance with all requirements of law. A high standard of cleanliness consistent with the location of the area as an adjunct to the California highway system will be required. The Lessee shall take all steps necessary to effectively protect the fences and guardrails from damage incident to the Lessee's use of such land and improvements, all without expense to the Lessor. The Lessee shall be liable to and shall reimburse the Lessor within thirty (30) days after billing for any damage to said fences, guardrails, in any way

resulting from or attributable to the use and occupancy of said premises by the Lessee or any person entering upon the same with the consent of the Lessee, expressed or implied. It is understood and agreed that the leased premises shall be used during the tenancy hereof exclusively for the purposes of a public park or uses compatible with such uses, including parking appurtenant to such park. No other use shall be permitted.

If all or any portion of the leased property is required for highway purposes and after written notice of termination is provided by Lessor, Lessee, at its sole cost and expense, shall remove all building improvements within the proposed highway right of way within 180 days of said notice of termination.

5. LIABILITY INSURANCE:

This lease is made upon the express condition that Lessor is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes resulting from the operations and/or use of the premises by Lessee, his agents, customers and/or business invitees, Lessee hereby covenants and agrees to indemnify and save harmless Lessor from all liability, loss, cost and obligation on account of such injuries or losses.

The purpose of this paragraph is to protect the State of California, its officers, agents and employees against liability for personal injury, death of any person or persons, as well as property damage arising by reason of its position of owner and Lessor of the real property in question, but not from such liability

resulting from the ownership or maintenance of adjacent or nearby highway or other State owned property in the vicinity.

Pursuant to Government Code Sec. 895.4 each party hereto indemnifies and holds harmless the other party, its officers, agents and employees for any liability imposed by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission occurring in the performance of this agreement by the indemnifying party or its officers, agents or employees.

6. TAXES OR ASSESSMENTS:

It is understood and agreed that Lessor shall not be liable for taxes or assessments of any nature whatsoever on the leased property and that Lessee shall pay any such taxes or assessments should they arise.

7. CONDEMNATION CLAUSE:

In the event it becomes necessary to utilize, all or any portion of the leased premises for highway or other public transportation uses, this lease may be terminated as provided in Clause 2(b) above. The Lessee specifically waives all defence to any condemnation action, PROVIDED HOWEVER, if the lease is terminated for other than public transportation purposes that Lessee may claim compensation from the condemning authority based upon the value of its interest in the improvements constructed on the leased premises and severance damages, if any, to the leasehold interest in the remainder of the leased premises, "and severance damages, if any, to land adjoining the leased premises and used in conjunction with the leased premises" in accordance with the laws of eminent domain. If taken for any other public use, Lessee shall be entitled to all compensation as provided in Paragraph 2.

8. DEFAULT BY LESSEE:

Lessor shall exercise against Lessee any remedy which Lessor may have for breach of any covenant or agreement herein expressed only after Lessee has failed for a period of thirty (30) days after receipt of notice thereof to correct the condition of which complaint is made.

9. NOTICES:

Any and all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by mail; service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt therefor. If served by telegraph, service shall be conclusively deemed made at the time the telegraph agency shall confirm to the sender delivery thereof to the addressee. Any notice or demand to Lessor may be given to Lessor at 120 South Spring Street, Los Angeles, California 90012, or at such other place or places as shall be designated by Lessor from time to time. Any notice or demand to Lessee shall be given to Lessee at 200 North Main Street, Room 1300, Los Angeles, California 90012.

10. SUBLEASES, ASSIGNMENTS, ASSIGNMENTS BY OPERATION OF LAW AND ENCUMBRANCES:

The Lessee may not sublease or assign any portion of said lease to any person, without the prior written consent of Lessor.

The Lessee covenants that no lien or other encumbrance shall be placed upon the leased premises or the improvements located thereon which will defeat the right of the Lessor under the lease herein. The Lessee further agrees that any loan which is secured by a lien on the leased premises or the improvements located thereon shall be made expressly subject to the prior leasehold rights of the Lessor contained herein.

No holding over by Lessee shall operate to renew this lease without the written consent of the Lessor endorsed thereon.

11. WAIVER:

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other terms, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of preceding breach at the time of acceptance of such rental.

12. FAIR EMPLOYMENT PRACTICES:

The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier sub-contractors; (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated (on, over, or under) the space of the right of way; and (4) that the Lessee shall use the land in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Part 8 (15 C.F.R., Part 8) and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right of termination of this lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

13. TIME OF ESSENCE:

Time is expressly made the essence of this lease.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year first above written.

BOARD OF RECREATION AND  
PARK COMMISSIONERS

By *Eugene Velarde Benson*  
President

By *John A. Thomas*  
Acting Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By *Larry Kellogg*  
Lessor

Chief, Division of Right of Way

Approved as to Form and Legality  
SEP 29 1976

19\_\_\_\_\_  
BURT PINES  
City Attorney

By *N. L. Roberts*  
Deputy

N. L. ROBERTS

RWPE:BAUM 2-25-75  
Written by:StJ  
Checked by:WBP  
MC-814

07-LA-170-18.8

000415-01-01(415)  
000416-02-01(416-Unit 2)  
000421-01-01(421)  
980084-01-01(413)  
980085-01-01(420)  
980086-01-01(422)  
980087-01-01(423)  
980088-01-01(424)  
980089-01-01(425)  
980093-01-01(426)  
980094-01-01(427)  
980096-01-01(428)

LEGAL DESCRIPTION (PORTER BILL DL 000415-01-01)

Those portions of Lots 14, 17, 20 and 22 through 26 inclusive of Tract No. 1212, in the City of Los Angeles, County of Los Angeles, State of California as shown on map recorded in Book 18, pages 126 and 127 of Maps, in the office of the County Recorder of said county and that portion of Lot 69 of Tract No. 20279 as per map recorded in Book 536, pages 21 and 22 of Maps in said office, and that portion of Lot 20 designated as "Future Street" on map of Tract No. 23967, recorded in Book 624, pages 2 and 3 of Maps, in said office and those portions of Lots 44 and 50 of Tract No. 17832, as shown on map recorded in Book 503, page 21, of Maps, in said office, and those portions of Lots 135 and 136 of Tract No. 17900 as per map recorded in Book 477, pages 1 to 5 inclusive of Maps, in said office described as a whole as follows:

Beginning at the Northwesterly corner of said Lot 14 of Tract No. 1212; thence along a portion of the Northerly line of said Lot 14, and a portion of the Northerly line of said Tract No. 17900, N 89° 59' 39" E, 160.76 feet to the Southwesterly corner of Parcel 9A of the land acquired by the State of California by Final Order of Condemnation filed in Superior Court (State Parcel 447) in and for said

county, a certified copy of said Final Order being recorded September 2, 1969 in Book D4485, page 216 of Official Records in said office; thence along the Southerly prolongation of the Westerly line of said Parcel 9A, S 14° 16' 26" E, 430.24 feet; thence S 12° 54' 11" E, 1361.38 feet; thence S 11° 08' 41" E, 884.68 feet; thence S 11° 05' 22" E, 254.76 feet; thence S 13° 55' 42" E, 257.57 feet; thence S 16° 49' 15" E, 187.26 feet to a curve concave Easterly and having a radius of 889.00 feet; thence Southerly along said curve from a tangent bearing S 9° 51' 05" W through an angle of 0° 42' 52", an arc distance of 11.08 feet; thence N 18° 05' 47" W, 31.68 feet; thence S 16° 44' 15" W, 47.64 feet; thence S 3° 29' 51" W, 106.90 feet; thence S 6° 55' 00" E, 53.57 feet; thence S 8° 47' 17" E, 61.48 feet to a curve, concave Northwesterly and having a radius of 16.00 feet; thence Southwesterly along last said curve from a tangent bearing S 6° 04' 42" E, through an angle of 49° 44' 19", an arc distance of 13.89 feet to a point in the Westerly line of said Lot 17, said point being distant thereon N 10° 13' 52" W, 13.78 feet from the Southwesterly corner of last said lot; thence along last said Westerly line N 10° 13' 52" W, 728.10 feet to the Southeasterly corner of said Lot 20 of Tract No. 1212; thence along the Westerly line of that certain parcel of land acquired by the State of California by deed (State Parcel 415) recorded August 31, 1959 in Book D588, page 697 of said Official Records, N 17° 22' 40" W, 244.14 feet to the Northwesterly corner of last said certain parcel so acquired; thence along the Northerly line of last said Lot 20, N 79° 44' 08" E, 30.36 feet to the Northeasterly corner of last said lot; thence along the Easterly line of Lot 21 of said Tract No. 1212, N 10° 13' 52" W, 242.00 feet to the Northeasterly corner of said Lot 21; thence along the Northerly line of last said lot S 79° 43' 57" W, 45.02 feet to the Southwesterly corner of said Lot 20 designated as "Future

Street" in said Tract No. 23967; thence along the Westerly line of last said Lot 20 so designated, Northerly to the Northwesterly corner of last said Lot 20 so designated; thence along the Southerly line of said Lot 23 of Tract No. 1212, Westerly to a point in last said Southerly line that is distant S 79° 43' 52" W along said Southerly line, 68.63 feet from the Southeasterly corner of last said lot, last said point also being the Southwesterly corner of Lot 68 of Tract No. 13695, as shown on map recorded in Book 546, pages 1 to 3 inclusive, of said Maps; thence along the Westerly line of said Lot 68 N 12° 30' 00" W, 484.43 feet to the Northerly line of said Lot 24; thence continuing along said Westerly line of said Lot 68, N 12° 30' 00" W, 242.22 feet to the Northwesterly corner of said Lot 68, said Northwesterly corner also being a point in the North line of said Lot 25; thence Northerly along the Westerly line of said Lots 44 and 50 of Tract No. 17832 and the Westerly line of said Lot 69 of Tract No. 20279 to the Northerly corner of said Lot 69, said Northerly corner also being a point in the Westerly line of said Lot 14 of Tract No. 1212; thence along last said Westerly line, N 24° 48' 08" W to the point of beginning.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

EXCEPTING AND RESERVING unto the State of California, its successors and assigns, an easement for street purposes, being a portion of proposed Saticoy Street, in, on, over and across that portion of said Lot 17 of Tract No. 1212 being a strip of land 86.00 feet wide lying 43.00 feet on each side of the following described center line:

Beginning at the intersection of the center line of that portion of said Saticoy Street shown as having a bearing of N 89° 59' 20" W with the center line of Whitsett Avenue as said intersection is shown on map of Tract No. 22316, recorded in Book 615, page 100 of Maps in

said office; thence along said center line of Saticoy Street N 89° 59' 20" W, 45.37 feet to a tangent curve concave Southerly, having a radius of 750.00 feet; thence Westerly along said curve, through an angle of 28° 15' 21", an arc distance of 369.87 feet; thence S 61° 46' 38" W, 229.70 feet.

ALSO EXCEPTING AND RESERVING unto the State of California, its successors and assigns an easement for slope and drainage purposes in, on, over and across that portion of said Lot 17 hereinbefore described being a strip of land 15.00 feet wide, the Southerly line thereof being the Northerly line of hereinbefore described proposed Saticoy Street, 86.00 feet wide, and also a strip of land 15.00 feet wide in, on, over and across a portion of said Lot 17, the Northerly line of last said strip of land being the Southerly line of said proposed Saticoy Street, together with all necessary or convenient means of ingress or egress to and from said land for the above described purposes; provided, however, that the grantee, his successors and assigns, may use the surface thereof without, however, the right to build permanent structures thereon.

ALSO EXCEPTING AND RESERVING unto the State of California, its successors and assigns, an easement for drainage purposes, in, on, over and across that portion of the land hereinbefore described, being a strip of land 8.00 feet wide, the Southerly line thereof being the Southerly line of said Lot 22 of Tract No. 1212 and the Easterly and Westerly prolongation of said Southerly line, together with all necessary or convenient means of ingress or egress to and from said land for the above described purposes; provided, however, that the grantee, his successors and assigns may use the surface thereof without, however, the right to build permanent structures thereon.

SUBJECT TO an easement, granted or to be granted to the City of Los Angeles, a municipal corporation, for sanitary sewer purposes, in, on, over and across that portion of the land hereinbefore described, being a strip of land 12.00 feet wide, described as follows:

Commencing at the Northwesterly corner of Lot 14 of said Tract No. 1212; thence along the Northerly line of said Lot 14, and the Northerly line of said Tract No. 17900, N 89° 59' 39" E, 160.76 feet to the Southwesterly corner of Parcel 9A of the land acquired by the State of California by Final Order of Condemnation filed in Superior Court (State Parcel 447) in and for said county, a certified copy of said Final Order being recorded September 2, 1969 in Book D4485, page 216 of Official Records in said office; thence along the Southerly prolongation of the Westerly line of said Parcel 9A, S 14° 16' 26" E, 430.24 feet; thence S 12° 54' 11" E, 1361.38 feet to the TRUE POINT OF BEGINNING; thence S 11° 08' 41" E, 884.68 feet; thence S 11° 05' 22" E, 254.76 feet; thence S 13° 55' 42" E, 257.57 feet; thence S 11° 50' 58" E, 181.43 feet; thence S 16° 44' 15" W, 25.08 feet to a line parallel with and distant Westerly 12.00 feet measured at right angles to the course hereinbefore described as having a bearing of S 11° 50' 58" E; thence along said parallel line N 11° 50' 58" W, 203.24 feet to a line parallel with and distant Westerly 12.00 feet measured at right angles to the course hereinbefore described as having a length of 257.57 feet; thence along last said parallel line N 13° 55' 42" W, 257.65 feet to a line parallel with and distant Westerly 12.00 feet measured at right angles to the course hereinbefore described as having a length of 254.76 feet; thence along last said parallel line N 11° 05' 22" W to a line that is parallel with and distant Westerly 12.00 feet measured at right angles to the course hereinbefore described as having a length of 884.68 feet;

thence along last said parallel line N 11° 08' 41" W to the intersection thereof with a line that is parallel with and distant Westerly 12.00 feet measured at right angles to the course hereinbefore described as having a bearing of S 12° 54' 11" E; thence along last said parallel line N 12° 54' 11" W to the Southerly line of Lot 44 as shown on map of Tract No. 17832, recorded in Book 503, pages 20 and 21 of Maps in said office; thence along last said Southerly line Easterly to said course described hereinbefore as "S 12° 54' 11" E, 1361.38 feet"; thence along last said course S 12° 54' 11" E to the TRUE POINT OF BEGINNING, together with all necessary or convenient means of ingress or egress to and from said land for the above described purposes; provided, however, that grantee, his successors and assigns, may use the surface thereof without, however, the right to build permanent structures thereon.

ALSO SUBJECT TO THE EXCEPTION AND RESERVATION THEREFROM, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known that may be within or under the herein conveyed parcel of land, and the rights thereto, together with certain other conditions, as excepted and reserved in deeds to the State of California (State Parcel 421) recorded July 1, 1957 in Book 54936, page 301 (State Parcel 422) recorded August 24, 1955 in Book 48755, page 293, (State Parcels 425 and 426) recorded February 4, 1955, in Book 46828, page 351, and (State Parcels 427 and 428) recorded December 15, 1953 in Book 43389, page 398, all of Official Records, in said office.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
Statutorily-Authorized Temporary  
Emergency Shelter and/or Feeding Program

(Pursuant to Section 104.30 of the Streets and Highways Code)

Right of Way Property Management Lease  
Agreement

**07-000415-0002-01**

**Saticoy and Whitsett, Los Angeles, CA**

## Table of Contents

<b>ARTICLE 1. SUMMARY OF LEASE PROVISIONS .....</b>	<b>5</b>
<b>ARTICLE 3. TERM.....</b>	<b>6</b>
<b>ARTICLE 4. RENT.....</b>	<b>6</b>
<b>ARTICLE 5. USE.....</b>	<b>7</b>
5.1 SPECIFIED USE.....	7
5.2.1 CONDITION OF PREMISES.....	7
5.2.2 AERIALY DEPOSITED LEAD.....	9
5.3 COMPLIANCE WITH LAW .....	10
5.4 PETROLEUM PRODUCTS .....	10
5.5 EXPLOSIVES AND FLAMMABLE MATERIALS .....	10
5.6 HAZARDOUS MATERIALS.....	11
5.7 SIGNS.....	12
5.8 LANDLORD'S RULES AND REGULATIONS.....	12
5.9 WRECKED VEHICLES .....	13
5.10 COMMERCIAL ACTIVITY PROHIBITED.....	13
5.11 WATER POLLUTION CONTROL .....	13
5.12 ENVIRONMENTAL ANALYSIS .....	14
5.13 SHELTER/FEEDING PROGRAM OPERATIONS.....	15
<b>ARTICLE 6. IMPROVEMENTS .....</b>	<b>16</b>
6.1 NO IMPROVEMENTS WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD .....	16
6.2 IMPROVEMENT DOCUMENTATION .....	17
6.3 APPROVED IMPROVEMENTS.....	18
6.4 PLANNING AND ZONING.....	18
6.5 STANDARD OF CONSTRUCTION .....	18
6.6 SOIL TESTING .....	19
6.7 COMMENCEMENT OF CONSTRUCTION .....	19
6.8 COMPLETION OF CONSTRUCTION AND OCCUPANCY OF IMPROVEMENTS.....	19
6.9 "AS-BUILT" PLANS .....	19
<b>ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE.....</b>	<b>20</b>
<b>ARTICLE 8. REMOVAL OF PERSONAL PROPERTY AND OWNERSHIP AT TERMINATION .....</b>	<b>20</b>
<b>ARTICLE 9. MAINTENANCE AND REPAIRS .....</b>	<b>20</b>
9.1 TENANT'S OBLIGATIONS.....	20
9.2 LANDLORD'S RIGHTS.....	21
<b>ARTICLE 10. INDEMNITY AND INSURANCE.....</b>	<b>21</b>
10.1 STATEMENT OF THE PARTIES' INTENT .....	21
10.2 INSURANCE .....	21
10.2.A Workers' Compensation and Employer's Liability Insurance .....	21
10.2.B Commercial General Liability Insurance.....	22
10.2.C Automobile Insurance .....	23
10.2.D Deductibles .....	23

10.2.E No Lapses in Coverage.....	23
10.2.F Self-Insurance.....	23
10.2.G Failure to Procure and Maintain Insurance.....	24
10.2.H Waiver of Subrogation.....	24
10.3.A DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS.....	24
10.3.B Tenant's Evaluation of Liability Not Determinative.....	25
10.3.C Time of Obligation.....	26
10.4 TENANT'S CONTRACTORS.....	26
10.5 LEASE TERMINATION.....	26
10.6 SEVERABILITY.....	26
<b>ARTICLE 11. PAYMENT OF TAXES.....</b>	<b>26</b>
<b>ARTICLE 12. RIGHT OF ENTRY.....</b>	<b>27</b>
12.1 INSPECTION, MAINTENANCE, CONSTRUCTION AND OPERATION OF FREEWAY STRUCTURES.....	27
12.2 LANDLORD'S USE OF THE PREMISES.....	27
12.3 RELOCATION BENEFITS.....	28
12.4 SECURITY AND LAW ENFORCEMENT.....	29
<b>ARTICLE 13. TERMINATION OF LEASE.....</b>	<b>29</b>
13.1 TERMINATION BY MUTUAL CONSENT.....	29
13.2 TERMINATION BY ONE PARTY.....	29
<b>ARTICLE 14. UTILITIES.....</b>	<b>29</b>
<b>ARTICLE 15. DEFAULT.....</b>	<b>30</b>
15.1 DEFAULT.....	30
15.2 LANDLORD'S REMEDIES.....	30
15.3 LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT.....	31
<b>ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES.....</b>	<b>31</b>
<b>ARTICLE 17. NONDISCRIMINATION.....</b>	<b>31</b>
<b>ARTICLE 18. SECURITY DEPOSIT.....</b>	<b>31</b>
<b>ARTICLE 19. ADDITIONAL PROVISIONS.....</b>	<b>32</b>
19.1 QUIET ENJOYMENT.....	32
19.2 CAPTIONS, ATTACHMENTS, DEFINED TERMS.....	32
19.3 ENTIRE AGREEMENT.....	32
19.4 SEVERABILITY.....	32
19.5 COSTS OF SUIT.....	33
19.6 TIME, JOINT AND SEVERAL LIABILITY.....	33
19.7 BINDING EFFECT; CHOICE OF LAW.....	33
19.8 WAIVER.....	33
19.9 SURRENDER OF PREMISES.....	33
19.10 HOLDING OVER.....	34
19.11 INTEREST ON PAST DUE OBLIGATIONS.....	34
19.12 RECORDING.....	34
19.13 NOTICES.....	34
19.14 NO RESERVATION.....	34
19.15 AUTHORITY.....	34
19.16 FORCE MAJEURE.....	35

19.17 TENANT CONTACT INFORMATION ..... 35

19.18 COUNTERPARTS ..... 35

**EXHIBIT A: MAP OF PREMISES ..... 36**

**EXHIBIT B: HAZARDOUS MATERIALS ..... 37**

**EXHIBIT C: DTSC AGREEMENT ..... 38**

**EXHIBIT D: STORMWATER POLLUTION PREVENTION ..... 39**

**EXHIBIT E: ENVIRONMENTAL SITE ASSESSMENT CRITERIA ..... 40**

**EXHIBIT F: LETTER OF CERTIFICATE OF TENANT’S SELF-INSURANCE ..... 42**

**EXHIBIT H: DTSC’S WAIVER OF SOIL EVALUATION FOR ADL..... 43**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY PROPERTY MANAGEMENT TEMPORARY EMERGENCY SHELTER  
AND/OR FEEDING PROGRAM LEASE AGREEMENT**

THIS LEASE AGREEMENT, herein called "Lease," dated August 31, 2021 is entered into by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and City of Los Angeles, a municipal subdivision, authorized and empowered to enter into this Lease, hereinafter called "Tenant", pursuant to Streets and Highways Code Section 104.30.

W I T N E S S E T H

In mutual consideration of the terms and conditions contained herein, Landlord and Tenant hereby agree that Landlord shall lease to Tenant the "Premises," as specifically described herein, for the term, specified use, and on the conditions hereinafter set forth.

**ARTICLE 1. SUMMARY OF LEASE PROVISIONS**

Landlord: California Department of Transportation  
Tenant: City of Los Angeles  
Tenancy Number: 07-000415-0002-01 located between Saticoy and Whitsett in the City of Angeles, State of California, and more particularly described in Article 2.  
Lease Term Three (3) years, commencing August 31, 2021 and expiring on August 30, 2024. Yearly Rent: \$1 per month + \$500 Annual Administration Fee (Article 4) Security Deposit: \$0 (Article 18)  
Use: Temporary Emergency Shelter and/or Feeding Program (Article 5)  
Commercial General Liability Insurance or Self-Insurance or Combination: \$20M. (Article 10)  
Insurance provider: \_\_\_\_\_  
Policy number: \_\_\_\_\_  
Workers' Compensation Insurance: \$1M. (Article 10)  
Insurance provider: \_\_\_\_\_  
Policy number: \_\_\_\_\_

Mailing Addresses for Notices: (Article 19)

To Landlord:  
Department of Transportation  
Right of Way Property Management MS 6  
Address: 100 S. Main Street  
Los Angeles,  
CA 90012  
Contact: Mary Gutierrez  
Phone: (213) 266-3693  
Email: mary.gutierrez@dot.ca.gov

To Tenant:  
City: City of Los Angeles  
Department: Real Estate  
Address: 111 E. First St.,  
2<sup>nd</sup> Floor  
Los Angeles, CA 90012  
Contact: Amy Benson  
Phone: (213) 922-8500  
Email: amy.benson@lacity.org

References in this Article 1 to the other Articles of this Lease shall be construed to incorporate all of the terms of the portion of the Lease so referenced. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

## **ARTICLE 2. PREMISES**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as Tenancy No. 07-000415-0002-01, located Saticoy and Whitsett in the City of Los Angeles, State of California, said land or interest therein being shown on the map or plat marked Exhibit "A," attached hereto and by this reference made a part hereof.

California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. Tenant is hereby advised that the Premises have NOT been inspected by a CASp and have not been issued a disability access inspection certificate.

As provided in California Civil Code Section 1938(e):

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

This Lease is subject to (1) approval by the Federal Highway Administration (FHWA) for rent at less than fair market value, (2) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (3) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises and (4) all matters known to Tenant or of which Tenant has notice, constructive or otherwise, including, without limitations, those shown on the attached map Exhibit "A."

## **ARTICLE 3. TERM**

The term of this Lease shall be for a maximum of three (3) years, commencing August 31, 2021 and expiring on August 30, 2024. Tenant may extend the term of this Lease for four (4) individual extended terms of one (1) year each by notifying Landlord in writing at least ninety (90) days prior to the expiration of the original term, not to exceed past December 31, 2028. The extended term shall be upon all the terms and conditions hereof. The total term of this Lease shall not exceed seven (7) years.

#### **ARTICLE 4. RENT**

In accordance with Streets and Highways Code Section 104.30, Tenant shall pay to Landlord as rent, without deduction, setoff, prior notice, or demand, the sum of one dollar (\$1) per month, plus an additional \$500 per year administration fee, in advance on the date the term commences, and annually thereafter on the commencement anniversary date. All rent shall be paid to Landlord at the following address: State of California, Department of Transportation, Attention: Cashier, P.O. Box 168019, Sacramento, CA 95816-8019.

**Each payment shall state on the check the rental tenancy number 07-000415-0002-01.**

#### **ARTICLE 5. USE**

##### **5.1 Specified Use**

The Premises shall be used and occupied exclusively by Tenant, and Tenant's contractors, agents and clients, for the purposes outlined in Streets and Highways Code Section 104.30 for a temporary emergency shelter and/or feeding program only, as further defined in Section 5.13, Shelter/Feeding Program Operations. Tenant shall only be permitted to use the Premises as a temporary shelter and/or feeding program, no other use of the Premises shall be permitted. The Premises shall not be used for storage, except those items that are necessary for shelter/feeding program operations and used daily by shelter/feeding program staff may be stored in reasonable quantities for such daily use. Tenant's use in violation of this specified use will result in Lease termination. The parties agree that use of the Premises for any purpose not specifically authorized above in this section is prohibited. Landlord's actual, constructive, or implied knowledge of use of the Premises for a purpose that is not specifically described and authorized in this section shall not be deemed acceptance of the use, nor waiver of the right of Landlord to require Tenant to only and exclusively use the Premises for the purpose specifically described and authorized in this section.

##### **5.2.1 Condition of Premises**

Tenant hereby acknowledges that this Lease is entered into by Landlord pursuant to the provisions of California Streets and Highways Code Section 104.30 which identifies a temporary shelter/feeding program as a public use, and that authorization allows but does not mandate lease of Landlord's real property for temporary emergency shelter or feeding program use. Such temporary use does not create a right of occupancy. Further, any structure erected on the Premises by Tenant must be a temporary structure only and not permanent.

Landlord has conducted no inspection of the Premises to determine suitability of the Premises for the intended use, and Tenant is solely responsible for conducting a sufficient inspection, prior to entering into this Lease, for determining the suitability of the Premises for its intended use. By signature of its authorized representative herein, Tenant hereby certifies and agrees that it has conducted its own inspection of the Premises and is entering into this Lease solely upon reliance of its own inspection and not on the basis of any promises or obligations of Landlord other than those set forth herein. Tenant hereby accepts the Premises in their "AS-IS" condition, with all faults, both known and unknown, which would have been discovered in the course of a reasonable inspection, existing as of the date of the

execution hereof. Tenant has had an opportunity to inquire and discover all applicable zoning, municipal, county, state and federal laws, ordinances and regulations, governing and regulating the use of the Premises, and accepts this Lease subject thereto without limitation. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the specified use; nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant acknowledges that Landlord specifically does not warrant fitness of the Premises for the specified use and specifically does not warrant the Premises fit for human habitation, whatsoever.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall constitute acknowledgement that the Premises are in good condition, and Tenant agrees to accept the Premises in their presently existing condition "AS-IS", and that Landlord shall not be obligated to make any improvements or modifications thereto.

Tenant is a political subdivision with the staff and resources necessary to investigate the condition of the Premises and hereby agrees and acknowledges that the Landlord has made the premises available to Tenant and has requested that Tenant conduct a full environmental investigation to determine the presence of hazardous material. Tenant acknowledges that it declined to perform a full environmental investigation and is satisfied that its partial investigation of the condition of the Premises existing immediately prior to the execution of this Lease will safely support Tenant's use and type of improvements, if any, to be constructed and maintained by Tenant upon the Premises. Tenant's investigation shall be used to determine if improvements are required to make the Premises safe for homeless clients and facility staff. Tenant hereby acknowledges and represents to Landlord that the Premises are otherwise fully fit physically for the uses required and permitted by this Lease and that Tenant accepts all risks and liability associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that Landlord does not know nor has reasonable cause to believe that any release of any hazardous material, other than the Aerially Deposited Lead (ADL) discussed below, has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, Landlord has made available to Tenant, for review and inspection, records in the possession or control of Landlord which might reflect the potential existence of hazardous materials on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample and analyze the soil and groundwater on the Premises for the presence of hazardous materials and tenant declined the opportunity to perform this investigation, sampling and analysis (4) by signing this Lease Tenant represents to Landlord that, except for ADL. Tenant does not know, having declined to perform a full environmental investigation, that any release of hazardous material has come to be located on or beneath the Premises; and (5) the hazardous substances which are introduced to the Premises, or disturbed by Tenant during Tenant's period of use and possession as tenant of the Premises shall be completely remediated and removed by Tenant at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals and authorizations. The term "hazardous substance," as used herein, has the same meaning as that definition under Section 25316 of the California Health and Safety Code.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to Landlord to take all actions necessary, off as well as on the Premises, to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

Tenant expressly acknowledges and understands that (1) use of the Premises for a temporary emergency shelter/feeding program is being allowed at Tenant's request; (2) the Premises are not designed for temporary emergency shelter/feeding program use; and (3) the Premises may lie in close proximity to a State Highway presenting an increased risk of exposure for clients of a temporary emergency shelter/feeding program operated on the Premises to vehicular emissions, including the possible exposure to ADL.

### 5.2.2 Aerially Deposited Lead

ADL is defined as lead found in soil primarily as a result of historical exhaust emissions from the operation of motor vehicles. Exposure to lead can cause a variety of adverse health effects, especially in children and infants.

The Department of Toxic Substances Control (DTSC) currently regulates lead in soil at concentrations higher than 80 mg/kg total lead and/or equal to or higher than 5 mg/l soluble lead. Total lead concentrations over 80 mg/kg are not acceptable for properties used for parks, schools, daycares, medical services, and food services for the needy; and not acceptable for properties used for any residential uses including shelters, emergency shelters, day shelters, apartments motels and hotels; and not acceptable for property uses that allow occupants to have daily, repeated, and/or long-term exposure to ADL on the premises. Total lead concentrations up to and including 320 mg/kg of lead in soil are generally acceptable for properties used for commercial/industrial purposes. Soil with soluble lead concentrations equal to or greater than 5 mg/l is a hazardous waste. Landlord has an executed agreement with DTSC regarding the management and reuse of ADL and Tenant is required as a condition of this Lease to follow the standards and procedures set forth in that agreement, a copy of which has been provided to Tenant and Tenant acknowledges and accepts thereof (Exhibit "C").

Landlord and Tenant each acknowledge that ADL may be present on the Premises. Landlord shall not be obligated to evaluate or mitigate the property for ADL prior to proposed use. Tenant shall perform a soil evaluation for ADL and any necessary mitigation prior to property modification and/or use.

Tenant shall conduct a soil evaluation, at Tenant's sole cost, for lead prior to modification and/or use of the Premises. Sampling of soils from the surface to a depth of one foot by Tenant is required. If excavation is necessary for modification of the Premises for Tenant's planned use, sampling by Tenant shall extend from the surface to the total depth of planned excavation. Soil sampling and chemical analysis for lead shall be consistent with United States Environmental Protection Agency (US EPA) SW 846 and produce a representative data set large enough to produce defensible statistics. Tenant shall submit a sampling and analysis plan to Landlord for review and approval before implementing it. The results of the ADL sampling, chemical analysis, and data analysis with full documentation shall be submitted to Landlord for evaluation. If the Premises are to be used for industrial purposes, ADL concentration based on statistical analysis of the data using a 95 % upper confidence limit must be at or below 320 mg/kg total lead and below 5 mg/l soluble lead. If the Premises are to be used for non-

industrial purposes, ADL concentration based on statistical analysis of the data using a 95 % upper confidence limit must be at or below 80 mg/kg total lead and below 5 mg/l total lead. If these levels for the intended purposes of the Premises are exceeded, it is Tenant's sole responsibility to clean the property to acceptable levels in compliance with applicable legal requirements with DTSC oversight, including legal removal, transport, and disposal of contaminated soil prior to occupancy of the Premises. The parties each agree that Tenant is the hazardous waste generator of excavated soil determined to be a hazardous waste and Tenant shall bear the cost for such removal.

Notwithstanding anything contained in this section, a soil evaluation for ADL shall not be required if Tenant receives a waiver from DTSC (Exhibit "G") and performs the required mitigation measures prescribed by DTSC.

### 5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation, or the requirements of duly constituted public authorities, now in force or which may hereafter be in force, or with the requirements of the local fire district, the local authority that has jurisdiction over the enforcement of building code standards, or other agency, enforcement authority or similar body, now or hereafter constituted, relating to, or affecting, the temporary construction permitted under this Lease, or the condition, use or occupancy of the Premises, including but not limited to City of Los Angeles Ordinance No 185490, declaring a shelter crisis and authorizing the temporary suspension of various laws. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

### 5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station, nor shall the transportation or storage of gasoline or petroleum products be permitted, except those products stored within an operable vehicle owned or used by Tenant or Tenant's employees, agents, contractors, or staff. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products.

### 5.5 Explosives and Flammable Materials

Tenant acknowledges and agrees that the Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the Premises. As between Landlord and Tenant, Landlord shall have sole discretion to determine what constitutes materials which present a fire or other hazard to the Premises and the determination of Landlord shall not be subject to review by any other entity. Tenant specifically waives any right to contest Landlord's determination in this area. Tenant specifically acknowledges and agrees that the operation and

maintenance of the Premises shall be subject to continued review by Landlord so as to protect against fire or other hazards impairing the use and safety of the Premises. Tenant specifically acknowledges and agrees that the occupancy and use of the Premises shall not cause hazardous or unreasonably objectionable smoke, fumes, vapors or odors to be released. Tenant shall make the Premises available for inspection upon reasonable notice for the purpose of Landlord's determination of hazardous activity conducted upon the Premises. Upon discovery of a breach of this section, Landlord shall provide notice of the breach to Tenant. Thereafter, Tenant shall have twenty-four (24) hours to remedy the hazard identified by Landlord. Failure of Tenant to remedy the hazard so identified by Landlord within twenty-four (24) hours shall be a material breach of the terms of this Lease and may be grounds to terminate the Lease.

## 5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), Clean Air Act (42 U.S.C. Section 7401, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (Section 25100, et seq., and Section 39000, et seq.), California Water Code (Section 13000, et seq.), and other comparable state laws, regulations and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous materials" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in Section 25316 of the California Health and Safety Code and any other material or substance listed in or regulated by any Hazardous Materials Laws or posing a hazard to a person's health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the Premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted. Household cleaning supplies limited to quantities that are reasonably necessary to support shelter/feeding program operations are excepted. Tenant is prohibited from stockpiling large quantities of cleaning supplies. All cleaning supplies shall be properly stored under safe conditions. Cleaning supplies that are incompatible shall be stored separately. Cleaning supplies shall be properly secured and only accessible to authorized staff.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this section, this Lease may be terminated by Landlord. It is the intent of the parties hereto that Tenant shall be responsible for and bear the entire cost of removal and disposal of hazardous materials introduced to the Premises, or disturbed by the

Tenant during Tenant's period of use and possession as tenant of the Premises. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials, or disturbance of any pre-existing hazardous materials, on the Premises by Tenant. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the Premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the Premises as owner, operator or Tenant.

## 5.7 Signs

Tenant shall post signs at all entrances and exits and other conspicuous areas as appropriate on the Premises, that state the following:

- Warning: Clients of this shelter/feeding program are at increased risk of exposure to Aerially Deposited Lead, vehicle emissions, and other hazardous or harmful materials and substances. Use of this shelter/feeding program is at each inhabitant's own risk, and neither the State of California nor the California Department of Transportation is liable for any injury or property damage suffered while using the Premises.
- Firearms and illegal weapons may not be possessed on the Premises.
- Open fires are prohibited.
- Use or possession of prescription drugs, or other substances which are designated controlled substances under Federal Law, without a valid medical prescription in the holder's name, is prohibited on the Premises. Use or possession of medical marijuana, or recreational marijuana, is prohibited on the Premises even with a valid medical prescription in the holder's name.
- All inquiries should be directed to (213) 922-8500.

Except as set forth in the previous paragraph of this section, Tenant shall not construct, erect, maintain or permit any sign, banner or flag upon the Premises without the prior written approval of Landlord, the decision of which shall be final and not subject to review. No sign shall be placed upon any structure without written permission from Landlord. Tenant shall not place, construct, or maintain, upon the Premises any third-party advertising media of any kind or nature whatsoever. Tenant shall not place, construct, or maintain upon the Premises any type of media which advertises additional, Tenant-provided client services if such media includes moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio content. The term "sign" means any card, cloth, paper, metal, painted or wooden sign of any character placed for any purpose on or attached to the ground or any tree, wall, bush, rock, fence, building, structure, trailer or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 19.11 from the date such removal is completed.

## 5.8 Landlord's Rules and Regulations

Tenant hereby acknowledges and agrees that Landlord's acceptance and use of federal funds for highway construction requires Landlord to uphold and enforce all federal mandates upon which funds are conditioned. Tenant further hereby acknowledges and agrees that changing circumstances relating to the allocation of federal funds may necessitate Landlord's imposition of additional restrictions for the use

of the Premises which cannot be identified at this time. Tenant hereby agrees that it shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for changes to federal law. Any additions and modifications to the rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Tenant's sole alternative to compliance with the rules and regulations related to federal law as hereinafter applied to the use of the Premises shall be termination of the Lease and the prompt refund of any advance rental paid to Landlord. Tenant's exercise of termination as an alternative to compliance with Landlord's rules and regulations shall be communicated promptly upon notice of change of such rules and regulations, and in no event more than thirty (30) days after Tenant has been notified of such change. Termination shall be effective one hundred and twenty (120) days after Tenant provides notice pursuant to the termination procedures in Article 13 of this Lease.

#### 5.9 Wrecked Vehicles

Tenant shall not park nor store wrecked or inoperable vehicles of any kind on the Premises.

#### 5.10 Commercial Activity Prohibited

No commercial activity of any kind whatsoever shall be conducted on the Premises, including without limitation third-party vending, solicitation of or provision of third-party services, or any other kind of commercial activity. Homeless clients permitted on the Premises may be provided homeless related services on site as long as it is at no cost to the clients. The conduct of commercial or any other prohibited activity upon the Premises may be grounds for termination of the Lease.

#### 5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from Tenant's leasehold area and will be responsible for compliance with, and all costs and expenses related to, all applicable provisions of the following permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) under Programs→Storm Water.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the Premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on the Premises is strictly prohibited.

To the extent applicable, as determined by Landlord, Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: General Land Use, Parking Lots, and Storage (Exhibit "D"). Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the Premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from two other manuals, (1) Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at Landlord's District Right of Way office or online at [www.dot.ca.gov/hq/row/rwstormwater](http://www.dot.ca.gov/hq/row/rwstormwater) and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>. In the event of conflict among the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Tenant's facilities and activities on the Premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at: [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/gen\\_indus.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtml). Other SIC codes may be found at [www.osha.gov/pls/imis/sicsearch.html](http://www.osha.gov/pls/imis/sicsearch.html).

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the Premises and the operations thereon to assure compliance with the applicable permits and ordinances listed above. Inspection may include taking samples of substances and materials present at the Premises for testing.

#### 5.12 Environmental Analysis

Tenant will be the lead agency for purposes of the California Environmental Quality Act (CEQA) and is required to perform a CEQA compliant environmental study unless Tenant determines that the Project is exempt from CEQA as provided therein or if CEQA compliance is suspended pursuant to a Governor's Executive Order. If applicable, Tenant is required to also perform, and bear all costs associated with, a National Environmental Policy Act (NEPA) compliant environmental study, although Landlord will be the lead agency for NEPA purposes. Tenant shall draft and submit to Landlord a completed draft environmental document with supporting documentation for review, comment, and approval prior to making the document available for public review and/or comment.

Unless determined to be categorically exempt from CEQA, as provided in CEQA and its implementing regulations, or if CEQA is suspended pursuant to a Governor's Executive Order, Tenant's environmental review shall include, but not be limited to, an analysis of impacts to the following resources: sensitive habitats and species, cultural resources, water quality, aesthetics, geology, hydrology, noise, neighborhood impacts, hazardous waste, and air quality. If necessary, Tenant shall perform mitigation to address any impacts. Tenant will be responsible for preparing, publicizing, and circulating all CEQA-related public notices, and for attending all CEQA-related public meetings.

Tenant will coordinate and obtain any and all necessary resource agency permits, agreements, and/or approvals, and will pay all related costs.

Tenant will ensure that the Premises remain in environmental compliance and will pay all costs of such environmental compliance.

### 5.13 Shelter/Feeding Program Operations

Tenant shall inform shelter/feeding program invitees that the shelter/feeding program facility installed and operated by Tenant within the Premises is in response to the City of Los Angeles emergency shelter crisis, and permission to enter the Premises and use shelter/feeding program services is temporary only, and that shelter/feeding program use invitees will not be tenants, subtenants, residents, lessees, boarders, or lodgers within the Premises. As used herein, the term “client” shall mean each party who participates either in an emergency shelter program or any services provided at the Premises. Each shelter/feeding program client shall be subject to Tenant’s established rules of entry, continued occupancy, and client services. The shelter services shall be limited to occupancy of six (6) months or less as specified in the California Health and Safety Code Section 50801(e). Tenant, its officers, employees, agents, and contractors, shall not accept any gift or payment from any shelter/feeding program use invitee; this prohibition applies to gifts or payment of any kind and for any purpose, and particularly to any gift or payment meant to reimburse or compensate Tenant for use of the emergency shelter/feeding program.

Consistent with Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code, any cause of action for habitability or tenantability of the Premises shall be suspended. If Tenant has the authority, Tenant shall adopt health and safety standards for the emergency shelter, and ensure those standards are complied with, in accordance with Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code Section.

Tenant shall be solely responsible for addressing and resolving pollution, noise, and any other form of nuisance complaints from nearby residents, businesses or other complainants.

Tenant understands that the Premises were originally acquired as part of a State Highway project and federal funds may have been used in any phase of the State Highway project. Tenant hereby acknowledges and agrees that Landlord’s acceptance and use of federal funds for highway construction requires Landlord to uphold and enforce all federal mandates upon which all funds are conditioned. Tenant agrees that it shall prohibit clients from: (1) starting or maintaining open fires on the Premises; (2) erecting flags, banners, or signs of any kind; (3) possessing or using controlled substances as they are defined under federal law, except prescription medicines used in compliance and under the supervision of a medical doctor; (4) possessing or using marijuana, in any form, with or without a prescription issued by a medical doctor; (5) using hypodermic needles or other “sharps,” unless necessary to self-administer prescription medications under a valid prescription of a medical doctor; and (6) possessing firearms and illegal weapons (except the duty weapons of law enforcement personnel, or private security retained for the Premises if licensed and privileged to carry firearms in the applicable jurisdiction). Tenant’s failure to prohibit clients from engaging in the above enumerated activities, or Tenant’s failure to enforce the requirements of this section, shall be a material breach of this Lease.

Tenant is solely responsible for providing refuse waste disposal areas and a secure location for bio-hazard waste disposal, and for maintaining such areas in a safe, lawful, sanitary, and orderly manner.

Tenant is solely responsible for graffiti removal within the leased Premises. Graffiti removal shall be commenced promptly whenever such graffiti is identified and in no event more than forty-eight (48) hours of tagging.

Tenant is solely responsible for compliance with the Americans with Disabilities Act (ADA).

Tenant is solely responsible for preventing criminal activity on the Premises including but not limited to metal theft. Tenant shall be responsible for repair of metal items if removed from the Premises or Landlord's adjacent transportation facility, and for curing and repairing any property damage or injury arising therefrom.

Tenant is solely responsible for preventing illegal tapping of any electrical or natural gas system on the Premises or Landlord's adjacent transportation facility. Tenant shall be responsible for curing and repairing any electrical and/or natural gas facilities if damaged, and any damage or injury arising therefrom.

Tenant is solely responsible for preventing illegal tapping of any water resource on the Premises or Landlord's adjacent transportation facility. Tenant shall be responsible for curing and repairing any water or irrigation facility if damaged, and any damage or injury arising therefrom.

Tenant, may, at its discretion, and in conformance with its established rules of client entry, continued occupancy, and client service, allow Premises clients to keep service animals or other animals on the Premises. However, Tenant shall be solely responsible for the safety of its clients and third parties arising out of the implementation of such policy.

## **ARTICLE 6. IMPROVEMENTS**

### **6.1 No Improvements Without Prior Written Consent of Landlord**

No improvements of any kind shall be placed in, on, or upon the Premises, and no alterations shall be made in, on, or upon the Premises without the prior written consent of Landlord. Any approved alteration and improvement shall be at Tenant's own cost and expense unless otherwise specified by Landlord. The cost of Landlord's review of Tenant's plans of improvement shall be borne by Tenant and shall be separately assessed and shall not be deemed to be rent or administrative costs of this Lease.

Tenant, at its sole expense, shall install improvements consistent with the use of the Premises as a temporary emergency shelter/feeding program. No shelter improvements will be erected within the area below a horizontal plane extending to a line twenty (20) feet, measured horizontally, from the outermost protrusion of Landlord's adjacent transportation facility structure, without Landlord's prior written consent.

All improvements installed by Tenant shall be placed in conformance with the procedures contained herein. Improvements installed without complying with these provisions are unauthorized and will result in a material breach of the terms of the Lease subject to lease termination.

Tenant may, at its sole expense, remove existing fencing, install and maintain any additional fencing and entrances that may be required by its use of the Premises, subject to the approval of the Landlord. Upon review of Tenant's plan of occupancy, Landlord may require additional fencing to be installed to protect Landlord's adjacent transportation facility, Tenant's invitees, motoring public, pedestrians, or other third parties. Such additional fencing, as may be required by Landlord upon review

of Tenant's occupancy plan, shall be installed and maintained at Tenant's sole expense during the Lease term. Said fencing must be approved and inspected by Landlord's engineer and legal division. Failure to maintain the required fencing in serviceable condition throughout the Lease term may be cause for termination of the Lease. Landlord's determination of the requirements for such fencing, including the length, height, and acceptable fencing materials and standards, shall be the minimum fencing requirement and shall be binding on Tenant. However, nothing in this Lease prevents Tenant from installing more stringent, durable, and effective fencing to achieve the same or greater level of security from the risks identified in Landlord's requirements. All such fencing shall be approved by Landlord, and, if required, by the City of Los Angeles. Tenant shall, at its sole expense, construct and maintain sidewalks and driveways at the locations where the additional entrances are installed in compliance with the State housing law or other laws in effect during the emergency shelter crisis. When required by Tenant's occupancy plan, the perimeter of the Premises shall remain fenced at all times. In the event Tenant violates any of the provisions of this Article, this Lease may be terminated by Landlord.

## 6.2 Improvement Documentation

Except with respect to those fencing improvements referenced in Section 6.1, prior to construction or alteration of any improvements on or off the Premises, Tenant shall submit to Landlord for review engineered preliminary and final plans depicting all improvements and shall obtain environmental clearance.

Internal review and approval will be required through a Round Robin Committee which may include, but may not be limited to, the following Landlord's Divisions or Programs: Right of Way and Land Surveys, External Affairs, and Environmental Analysis.

Tenant shall provide, at Landlord's sole discretion, all, or a combination of, the following, at Tenant's own cost and expense, to the extent applicable:

- a) Final construction plans and detailed specifications. All such plans and specifications submitted by Tenant to Landlord shall be subject to the review and written approval of Landlord, the local authority that has jurisdiction over the enforcement of building code standards, and the local fire district.
- b) Evidence of coverage that assures Landlord that sufficient monies will be available to complete the proposed construction or alteration. The amount of coverage shall be at least equal to the total estimated construction cost. Such coverage shall take one of the following forms:
  - 1) Completion bond issued to Landlord as obligee.
  - 2) Performance bond and labor and materials bond or performance bond containing the provisions of the labor and materials bond supplied by Tenant's contractor or contractors, provided said bonds are issued jointly to Tenant and Landlord as obligees.
  - 3) Satisfactory evidence of availability of funds necessary for completion of the proposed construction or alteration.
  - 4) Any combination of the above. All bonds shall be issued by a company qualified to do business in the State of California and acceptable to Landlord. All bonds shall be in a form acceptable to Landlord and shall ensure faithful and full observance and performance by Tenant of all terms, conditions, covenants and agreements relating to the construction of improvements within the leased Premises.
- c) Liability insurance as provided in Article 10.

- d) A copy of a building permit issued by the appropriate local jurisdiction, or any other evidence of local agency (City or County) authorization.
- e) A copy of Tenant's contract with the general contractor actually performing construction.
- f) Note and Deed of Trust, if any.
- g) Loan escrow instructions, if any.
- h) Final landscaping and irrigation plans and detailed specifications including a maintenance plan for litter removal, watering, fertilization and replacement of landscaping.
- i) Evidence of compliance with the applicable provisions of all federal, state and local environmental statutes, laws, regulations and ordinances.

### 6.3 Approved Improvements

Tenant has proposed, and Landlord has approved Tenant's conceptual proposal to install, operate, and maintain a temporary emergency shelter and/or feeding program facility on the Premises. To construct the temporary emergency shelter and/or feeding program facility, Tenant will be installing, at Tenant's own cost and expense: (As Applicable)

- a) Applicable utilities (i.e. electrical, water, gas, sewer);
- b) Decking over the existing paved surface;
- c) Temporary modular buildings or tents to provide shelter, restrooms, and bathing facilities;
- d) Lighting;
- e) Fencing;
- f) Storage containers.

### 6.4 Planning and Zoning

Tenant's use and proposed improvements shall be subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises, including the local authority that has jurisdiction over the enforcement of building standards, the local fire district, and, and City of Angeles Ordinance No 185490 declaring a shelter crisis and authorizing the temporary suspension of various laws.

### 6.5 Standard of Construction

Tenant agrees that any improvements or construction upon the Premises shall: (a) be consistent with all fire safety requirements including approval from the local authority that has jurisdiction over the enforcement of building code standards and the local fire district, (b) be subject to Landlord's prior written approval, and (c) be erected or modified under this section in compliance with the minimum standards adopted, or enacted municipally, pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code or the minimum standards provided in the 2019 California Building Code Appendix O, the 2019 California Residential Code Appendix X, and any future standards adopted by the Department of Housing and Community Development related to emergency shelter or emergency shelter facilities.

Tenant shall not construct or place on the Premises any improvements which impair Landlord's ability to maintain, operate, use, repair or improve any part of Landlord's transportation facility situated on adjoining real property. Tenant shall be responsible for promptly removing, at its sole expense, any improvement which Landlord identifies as a hazard to Landlord's transportation facility adjacent to the

Premises.

#### 6.6 Soil Testing

At Tenant's sole cost and expense, Tenant shall secure soil compaction tests and other tests as necessary for construction of Tenant's improvements and for the support of the improvements on the underlying land. In furtherance of Tenant's acknowledgments and representations made within Article 5 of this Lease, Tenant shall secure soil tests as necessary for ADL and other hazardous materials as may be required by law prior to commencement of construction, and Tenant shall either take all steps required by federal or state law to remediate any discovered ADL or other hazardous materials to the extent required by law for Tenant's permitted use hereunder, or terminate this Lease by notifying Landlord in writing. Tenant is required to defend, indemnify, and hold harmless Landlord for any claims arising out of or related to exposure to ADL on the Premises.

When conducting testing, Tenant shall notify Landlord of the location of all test borings. Tenant hereby agrees that Landlord is making no representation regarding existing soil compaction or structural capability of the land. Responsibility for any loss or damage caused by inadequate soil compaction or other structural capacity for Tenant's proposed improvements shall be subject to the indemnification provisions of Section 10.1 without limitation.

#### 6.7 Commencement of Construction

Tenant shall commence construction of the improvements, if any, described in Tenant's final construction plans and detailed specifications, if any, prior to August 31, 2021. For the purposes of this Article, construction shall be deemed to have commenced upon the issuance of written approval by Landlord of final construction plans and detailed specifications. In the event construction is not commenced within the time set forth herein, this Lease may be terminated by Landlord.

#### 6.8 Completion of Construction and Occupancy of Improvements

Construction of the improvements shall be completed consistent with the approved construction plans, if any, prior to August 31, 2021. Tenant shall not occupy or use any of the improvements until Tenant has received final building approval and any required Certificate of Occupancy from the appropriate local agency. In the event Tenant violates any of the provisions of this section, this Lease may be terminated by Landlord and be of no further force and effect.

#### 6.9 "As-Built" Plans

Within ninety (90) days after Tenant has completed construction of improvements or alterations, Tenant shall furnish Landlord, at Tenant's expense, one set of "As-Built" plans (a) according to a scale and size designated by Landlord; (b) stamped and approved by a California licensed professional engineer; and (c) showing the improvements as constructed in detail, including the location of underground and above-ground utility lines.

## **ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE**

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

## **ARTICLE 8. REMOVAL OF PERSONAL PROPERTY AND OWNERSHIP AT TERMINATION**

All actual and alleged improvements that are not considered realty (such as paving, lighting, plumbing, underground utilities or any such improvements affixed to the ground) and placed on the Premises pursuant to Article 6, and all signs or other appurtenances placed on the Premises by Tenant under this Lease, shall be deemed to be the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to their previous condition at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of any and all personal property and restoring the Premises to their previous condition. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall be handled in accordance with State law.

Removal of Tenant's personal property and improvements shall be at no cost to FHWA.

## **ARTICLE 9. MAINTENANCE AND REPAIRS**

### **9.1 Tenant's Obligations**

Tenant shall be solely liable for continued maintenance of the Premises, and shall, at its own cost and expense, maintain the Premises, and keep the Premises free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises are at all times in an orderly, clean, safe, and sanitary condition. Tenant shall not allow any open flames on the Premises. Landlord requires a high standard of cleanliness, consistent with the location of the Premises as an asset of the Landlord.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions in Sections 1941 to 1942.5, inclusive, of the California Civil Code or any successor statute or amendment thereto providing a cause of action for habitability or tenantability.

Tenant shall take all steps necessary to protect and preserve the fences, if any, arising out of Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, utility-related equipment and facilities caused by Tenant, Tenant's contractors, clients, invitees, trespassers or any other third parties. At Tenant's request, Landlord may elect to repair the damage to its property, and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall be responsible for the care, maintenance, and any required pruning of trees, shrubs, or any other landscaping on the Premises. Tenant assumes the liability for any damage or injury caused by any falling branches or other such materials from any tree or shrub whether the branches fall due to lack of maintenance or act of god or any other natural or unnatural causes. Tenant's liability insurance required under Article 10 shall cover any damage caused by any falling tree or shrub branches or other materials.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order of the Premises.

## 9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within thirty (30) days after Landlord sends written notice to repair, Tenant fails to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11, from the date such work is completed to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

## ARTICLE 10. INDEMNITY AND INSURANCE

### 10.1 Statement of the Parties' Intent

It is the intent of the Landlord and Tenant that Landlord shall bear no liability whatsoever arising out of Tenant's use of the Premises except for liability caused by Landlord's willful misconduct or gross negligence.

### 10.2 Insurance

Nothing in this Lease is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications or other Lease provisions.

#### 10.2.A Workers' Compensation and Employer's Liability Insurance

Tenant shall provide workers' compensation and employer's liability insurance as required under the Labor Code.

Tenant shall provide Employer's Liability Insurance coverage in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident;
2. \$1,000,000 policy limit for bodily injury by disease;
3. \$1,000,000 for each employee for bodily injury by disease.

If Tenant chooses to procure insurance coverage to meet its insurance obligations under this

section of the Lease, instead of meeting those obligations based entirely on self-insurance, then Tenant shall provide Landlord with written proof of the insurance coverage required by this section.

#### 10.2.B Commercial General Liability Insurance

Tenant shall procure Commercial General Liability Insurance and Umbrella or Excess Liability Insurance coverage, or utilize self-insurance, such that the total of self-insurance and Commercial General Liability insurance and Umbrella or Excess Liability insurance coverage is no less than \$20 million per occurrence and aggregate limits, with at least \$5 million of that amount covered by a General Liability policy unless only self-insurance is used, covering all operations by or on behalf of Tenant, providing primary insurance for bodily injury liability and property damage liability, and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

If Tenant procures insurance coverage to meet its insurance obligations under this Lease in whole or in part, Tenant shall provide written proof to Landlord of the Commercial General Liability Insurance and/or Umbrella or Excess Liability Insurance policies along with all endorsements, riders, and amendments on or before the commencement of this Lease by a Certificate of Additional Insured.

Any Commercial General Liability Insurance and/or Umbrella or Excess Liability Insurance policies procured by Tenant shall also comply with the following:

1. Shall extend to all of Tenant's operations and remain in full force and effect during the term of this Lease.
2. Must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. Shall be on Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.
4. Shall contain completed operations coverage with a carrier acceptable to Landlord through the expiration of the latent and patent deficiency in construction statutes of repose set forth in Code of Civil Procedure Section 337.15.
5. Shall name Landlord and Landlord's officers, directors, agents (excluding agents who are design professionals), and employees, as additional insureds under all General Liability Insurance, Umbrella, and Excess policies with respect to liability arising out of or connected with work or operations performed in connection with this Lease. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.04.
6. Shall provide additional insured coverage by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by Landlord.
7. Shall state the insurance afforded the additional insureds applies as primary insurance.

Any other insurance or self-insurance maintained by Landlord is excess only and must not be called upon to contribute with this insurance.

#### 10.2.C Automobile Insurance

Tenant shall carry automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability must be not less than \$1 million combined single limit for each accident for bodily injury and property damage. Tenant shall provide Landlord with written proof of the insurance coverage required by this section.

#### 10.2.D Deductibles

On a case by case basis, Landlord may allow reasonable deductible clauses which are not overly broad, do not exceed \$250,000, and/or are not harmful to Landlord. By executing this Lease, Tenant agrees to comply with its obligations under Article 10, Section 10.3.A of this Lease until such deductible is paid or applied to any claim arising out of this Lease, regardless of Tenant's evaluation of liability, if such deductible exists.

#### 10.2.E No Lapses in Coverage

Landlord may assure Tenant's compliance with Tenant's insurance obligations. Ten (10) days before an insurance policy lapses or is canceled during the term of this Lease, Tenant must submit evidence of renewal or replacement of the policy. Tenant is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, agents, and employees by Landlord's acceptance of insurance policies and certificates. The minimum insurance coverage amounts do not relieve Tenant from liability in excess of such coverage.

#### 10.2.F Self-Insurance

Landlord acknowledges that Tenant may desire to self-insure, which may be approved with the prior written agreement of Landlord. If such approval is given, the letter documenting Tenant's self-insurance will appear in Exhibit "F" to this Lease. Reasonable self-insurance programs and self-insured retentions in insurance policies are permitted by Landlord. If Tenant uses a self-insurance program or self-insured retention, Tenant must provide Landlord with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Tenant shall certify its intent to self-insure, in writing, in amounts meeting the requirements of this Lease prior to execution of this Lease. The certification does not negate or override Tenant's responsibility to provide insurance or self-insurance coverage in the amounts set forth in Article 10, Sections 10.2.A, 10.2.B, 10.2.C of this Lease, nor shall it operate or be interpreted to limit in any way Tenant's indemnification obligations in this Lease. Further, execution of this Agreement is Tenant's acknowledgment that Tenant will be bound by all laws as if Tenant were an insurer as defined under Insurance Code Section 23 and Tenant's self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by Article 10 effective on that termination date.

### 10.2.G Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain the insurance or self-insurance required by Article 10 in full force and effect and in the amounts required by Article 10, this Lease may be terminated by Landlord. In addition, if Tenant fails to procure or maintain the insurance or self-insurance required by Article 10, Tenant shall cease and desist from all operations on the Premises and the improvements thereon, and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policy and/or self-insurance is not in full force and effect or does not meet the amounts required by Article 10.

Each and every insurance policy required under Article 10 shall contain a provision that coverage will not be cancelled without thirty (30) days' prior written notice to Landlord.

### 10.2.H Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord and/or the officers, directors, agents, and employees of Landlord, for loss of or damage to Tenant or Tenant's property or the property of others under Tenant's control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

### 10.3.A Defense, Indemnification, and Hold Harmless

Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's officers, officials, employees, agents, and volunteers, including FHWA ("Landlord's Personnel"), from any and all losses, claims, injuries, damages, suits, obligations, penalties, judgments, awards, and other liabilities, including attorney fees, (collectively, "Claims") whether caused by, relating to, based upon, arising out of, or in connection with the performance of this Lease, the temporary emergency shelter, the feeding program, or the following:

- a. Claims by shelter/feeding program clients or users arising out of, or related to, the use of the Premises.
- b. Any Claim by Tenant and/or any person or entity acting on behalf of, under, or at the direction of Tenant, against Landlord and/or Landlord's Personnel relating to delay, impairment, imposition of restrictions upon, and/or interference with Tenant's possession of or ability to use all or any portion of the Premises or of any improvement thereon. This includes but is not limited to Claims regarding lost profits, loss of use, and/or lost revenue.
- c. Anything done or omitted to be done by Tenant or by Tenant's officers, employees, agents, contractors, invitees, emergency shelter clients, and/or any other users of the Premises other than Landlord or Landlord's Personnel, under or in connection with any work, authority, or jurisdiction conferred upon Tenant within, or arising under or related to, this Lease, including but not limited to inadequate maintenance.
- d. Any illness, personal injury, death, property damage, or any other injury or damage to any person or property either: (1) arising out of Tenant's use or occupancy of the Premises or the use or occupancy of the Premises by Tenant's officers, employees, agents, contractors, invitees, emergency shelter/feeding program clients, and/or any other persons; or (2) incurred or sustained by any person while on the Premises or entering onto or exiting therefrom; or (3) related to the

condition of the Premises during Tenant's use or occupancy of the Premises. This includes, but is not limited to:

1. Claims alleging dangerous condition of public property.
  2. Claims regarding air quality issues on or around the Premises.
  3. Claims regarding the proximity of the temporary emergency shelter/feeding program to the adjacent transportation facility.
  4. Claims arising from microscopic or macroscopic objects that may enter upon or fall onto the Premises from the adjacent transportation facility, including but not limited to falling branches, leaves, cones, or other materials from any tree or shrub whether such items fall due to lack of maintenance or act of god or any other natural or unnatural cause.
  5. Claims arising from exposure to ADL and/or vehicular emissions.
  6. Claims for injuries caused to persons present on the Premises as a result of or in connection with this Lease.
  7. Claims related to seismic events or other natural events or acts of god, including but not limited to falling debris or other objects, soil subsidence, and water ponding/flooding.
  8. Claims arising out of the use of Landlord's adjacent transportation facility by the traveling public.
- e. The presence or use of hazardous materials on the Premises during Tenant's period of use and/or possession of the Premises.
- f. Any cause of action for habitability or tenantability of the Premises which is consistent with Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code.
- g. Claims arising out of or related to Tenant's policies concerning the presence and/or activities of animals brought on the Premises by Tenant's invitees or emergency shelter/feeding program clients.
- h. Any improvements to the Premises made by or on behalf of Tenant or Tenant's clients, including but not limited to the construction of any such improvements.
- i. Removal of personal property from the Premises after termination of the Lease for any reason.
- j. Restoring the Premises to their pre-Lease condition after termination of the Lease for any reason.
- k. Falling branches, leaves, cones, or other similar materials from any tree or shrub whether such items fall due to lack of maintenance or act of god or any other natural or unnatural cause.
- l. Relocation benefits for persons staying on the Premises for any length of time.
- m. Charges for water, gas, heat, light, power, telephone, sewage, air conditioning, ventilation, scavenger services, janitorial services, landscaping services and/or all other materials and utilities supplied to the Premises.
- n. Failure, interruption, or removal of any utility service furnished to the Premises.
- o. Any legal challenges to the environmental process or documentation including, but not limited to, any legal challenge to the CEQA/NEPA documentation, resource agency permits, agreements, and/or approvals. Tenant is responsible for paying the cost of any awards, judgments, settlements, and costs arising from legal challenges to the environmental process or documentation.
- p. Pollution, noise, and/or any other form of nuisance, and specifically including the cost of any judgment, award, and settlement.

### 10.3.B Tenant's Evaluation of Liability Not Determinative

Tenant's obligations to defend, indemnify, and hold harmless Landlord are not excused because of Tenant's inability to evaluate liability or because Tenant evaluates liability and determines Tenant is

not liable. Tenant must respond within thirty (30) days to any tender of defense and/or request for indemnity by Landlord, unless this time has been extended by Landlord.

### 10.3.C Time of Obligation

Tenant is required to comply with its defense, indemnity, and hold harmless obligations under this Lease regardless of whether such claim is made during the Lease term or after expiration.

### 10.4 Tenant's Contractors

Tenant shall include in any contract it enters with any third party to conduct work upon or related to the Premises a requirement that the contractor will fully defend, indemnify, and hold harmless Landlord and Landlord's Personnel to the same extent described in Section 10.3.A above, including but not limited to any such contractors who enter onto the Premises for construction, or to maintain equipment, structures, fixtures, or other property, and any contractors who will operate and maintain the Premises. If Tenant has any additional insured endorsements executed by any third parties conducting work in association with this Lease, such insured endorsements shall also name Landlord and Landlord's Personnel as additional insureds in order to comply with this provision, and Tenant shall provide copies of the additional insured endorsements and a Certificate of Insurance to Landlord no later than thirty (30) days prior to such third party beginning work on or related to the Premises.

### 10.5 Lease Termination

In the event the Lease is terminated for any reason, Tenant also agrees to indemnify, defend, and save harmless Landlord and Landlord's Personnel from any third-party claims for damages arising out of, or related to, the termination of the Lease. Such third-party claims shall include but not be limited to claims from any of Tenant's contractors.

### 10.6 Severability

If any portion of this indemnification provision is deemed to be invalid by a court of competent jurisdiction, it is the express intent of the Landlord and Tenant that the remaining provisions be given full force and effect and be construed in accordance with Section 10.1.

## **ARTICLE 11. PAYMENT OF TAXES**

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies, fees, and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and

facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate, and any applicable assessments levied by an entity authorized by law to impose such assessment.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated by Landlord.

## **ARTICLE 12. RIGHT OF ENTRY**

### **12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures**

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the local authority that has jurisdiction over the enforcement of building code standards, the local fire district, , through their agents or representatives, shall have full right and authority to enter in and upon the Premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents, representatives, clients, invitees or trespassers. Twenty-Four (24) hours' notice may be provided in most cases (excluding the local authority that has jurisdiction over the enforcement of building code standards and the local fire district) for field inspections. No notice may be provided in cases of emergency.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on the Premises in connection with the protection, maintenance, reconstruction, and operation of the adjacent freeway structures and its appurtenances; provided. Tenant recognizes and agrees that Landlord shall have the further right, at its discretion, to immediate possession of the Premises in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of Landlord for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform.

### **12.2 Landlord's Use of the Premises**

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit work on all or a part of Landlord's transportation facility which are situated adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, and operation of the adjacent State Highway System. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises as Landlord deems are necessary to enable it to maintain, protect, reconstruct or operate the adjacent State Highway System without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises or needs to place restrictions on Tenant's use of the Premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of such notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises and comply with the restrictions as stated therein. Tenant shall be responsible for removing any and all emergency shelter clients from the portions of the Premises to be possessed by Landlord and ensure that the Premises are free of debris and waste, upon or before the effective notice date. In the event Landlord notifies Tenant that Landlord needs to obtain possession of all or a portion of the Premises, and/or takes possession as set forth above, Tenant shall have no claim upon Landlord and waives any and all claims for compensation, damages, or relocation assistance.

The rent stated in Article 4, shall remain due and owing unless Landlord has taken possession of the entire Premises, in which case no rent shall be due for that period of time during which Tenant has surrendered the Premises to Landlord. This reduction or suspension in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises. Tenant waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or adjacent to the Premises. Tenant acknowledges that the performance of the work may cause damage to paving or other improvements constructed by Tenant on the Premises. Tenant expressly agrees to waive all claims against Landlord for all such damage to its improvements unless arising from Landlord's willful misconduct or gross negligence.

### 12.3 Relocation Benefits

Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, Title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall not collect fees nor any other form of payment from clients in exchange for access or use of the shelter or feeding program on the Premises. Tenant acknowledges that no employee, agent, invitee, trespasser, client, client of a temporary emergency shelter/feeding program, program participant, or other person on the Premises shall be designated or attain the status of a "tenant" or "resident" for any purpose.

Tenant shall accept, review, and reply to any claims from any party seeking relocation benefits.

Tenant shall notify all emergency shelter users and clients that Premises use is temporary, and that shelter users are not entitled to relocation benefits when asked to move. Upon entry to the Premises, each prospective emergency shelter user and client shall sign an express acknowledgment that they are not tenants, that they are staying on the Premises on a temporary basis, and that they waive any claim to relocation benefits.

#### 12.4 Security and Law Enforcement

City of Los Angeles law enforcement police and sheriff services shall be primarily responsible for all law enforcement-related issues on the Premises. At Landlord's request, Tenant agrees to provide security for Landlord's employees, agents, or contractors at any time Landlord requires access onto the Premises or through the Premises to gain access to the adjoining right of way and/or freeway bridge structures. In the event Landlord requests law enforcement security, and Tenant does not comply for any reason, and Landlord alternatively employs the services of the California Highway Patrol (CHP), Tenant shall reimburse Landlord the cost of CHP services including the Maintenance Zone Enhanced Enforcement Program (MAZEED), which amount shall be invoiced to Tenant and shall be due promptly upon receipt of invoice. Security service payments shall not constitute rent or administrative costs under this Lease.

### **ARTICLE 13. TERMINATION OF LEASE**

#### 13.1 Termination by Mutual Consent

This Lease may be altered, changed or amended by mutual written agreement of Landlord and Tenant. Notwithstanding this provision, termination of this Lease may be affected as set forth below.

#### 13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with one hundred and twenty (120) days prior notice in writing, or by Landlord upon providing Tenant with one hundred and twenty (120) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to lease the Premises for a three-year period., commencing as of the effective date of termination. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements approved in accordance with Article 6 shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

### **ARTICLE 14. UTILITIES**

Tenant shall pay when due all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

## ARTICLE 15. DEFAULT

### 15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant and may result in termination of the Lease at Landlord's option.

- a) The failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall, within such period, commence such cure and thereafter diligently prosecute the same to completion.
- b) Notwithstanding subdivision (a) of section 15.1 of this Lease, the failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant which poses a health or safety risk, as determined by Landlord at Landlord's sole discretion, for three (3) days after written notice thereof by Landlord to Tenant.
- c) Notwithstanding subdivisions (a) and (b) of section 15.1 of this Lease, the failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant, which poses an imminent health or safety risk, as determined by Landlord at Landlord's sole discretion.

### 15.2 Landlord's Remedies

In the event of any material default or breach by Tenant and after Landlord gives Tenant notice thereof and the applicable cure period has expired, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

- a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus
- c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus
- d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus
- e) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b), above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c), above, the "worth at the time of

award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

### 15.3 Landlord's Right to Cure Tenant's Default

At any time while Tenant is in default or material breach of this Lease and after Landlord gives Tenant notice thereof and the applicable cure period has expired, Landlord may cure such default or breach at Tenant's cost. If Landlord at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest as provided in Section 19.11 from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

## **ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES**

Tenant understands and agrees that this Lease is granted at preferable terms as Tenant's use for temporary emergency shelter/feeding program purposes is specifically provided for by law. Accordingly, Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises. Transfer or sublease of the Premises or any portion thereof to any other entity shall be a material breach of the Lease and may result in termination. Operation of the temporary emergency shelter/feeding program on the Premises by a third party is allowed through an operational agreement between the local entity and the third party.

## **ARTICLE 17. NONDISCRIMINATION**

Tenant, for itself, its personal representatives, and successors-in-interest as a part of the consideration hereof, does hereby covenant and agree as a covenant of this Lease that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of the Premises and facilities, (2) in connection with the construction of any improvements on the Premises and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the Premises, and (4) Tenant shall use the Premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as such regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease, and to re-enter and repossess the Premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

## **ARTICLE 18. SECURITY DEPOSIT**

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of zero dollars (\$0) as a Security Deposit.

## **ARTICLE 19. ADDITIONAL PROVISIONS**

### **19.1 Quiet Enjoyment**

Tenant understands and agrees that Landlord has a primary obligation to maintain the adjacent transportation facility for use by the motoring public. Accordingly, the covenant of quiet enjoyment normally presumed to be inferred in every real property lease is specifically and affirmatively waived by Tenant herein. Tenant's use of the Premises is subject to Landlord's control as set forth herein and Tenant understands and agrees that its use of the Premises may be impacted by the proximity to the transportation facility and the need for Landlord to maintain that facility.

### **19.2 Captions, Attachments, Defined Terms**

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine, and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

### **19.3 Entire Agreement**

This instrument along with any exhibits and attachments hereto constitutes the entire Agreement between Landlord and Tenant relative to the Premises. No prior promises or agreements have been made by Landlord and Tenant which are not referenced in this Lease, and no evidence of prior agreements shall be admissible to prove the respective obligations under this Lease.

This agreement, including all the exhibits and attachments hereto, may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant which specifically references this Lease and states the intention to alter or amend its terms. Landlord and Tenant agree that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the Premises are merged in or revoked by this agreement.

### **19.4 Severability**

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### 19.5 Costs of Suit

In any action to enforce the terms of this agreement, the parties shall be responsible for their own attorney fees. No judgment or award in any action between the parties to this Lease, based on the terms and conditions herein, shall award attorney fees under any theory of recovery.

Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall indemnify, defend, save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, in accordance with the provisions of Article 10 of this Lease; therefore, this attorney fee provision is not meant to, and shall not be construed to, affect Tenant's obligations to pay Landlord's cost of defense and attorney fees in such cases.

#### 19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

#### 19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

#### 19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

#### 19.9 Surrender of Premises

The termination of the Lease, whether voluntary or otherwise shall result in the prompt vacation of the Premises by Tenant and the surrender of the Premises to Landlord by Tenant. Any sublease or

sub-tenancy entered into by Tenant in contravention of the prohibitions of this Lease, shall terminate concurrently with the Lease and Tenant shall be responsible for surrender of vacated Premises without third party occupants.

#### 19.10 Holding Over

If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only and not a renewal hereof or an extension for any further term. In such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein.

#### 19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

#### 19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

#### 19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to Landlord or Tenant respectively at the addresses set forth in Article 1.

#### 19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

#### 19.15 Authority

Each individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the City of Los Angeles, and that this Lease is binding upon Tenant in accordance with its terms. Tenant represents and certifies that it has, through its regular political process, authorized the execution of this Lease by appropriate resolution, delegation, or plenary authority, as required, and shall not in any instance assert the lack of authority as a defense in any action to enforce the Lease terms.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

19.17 Tenant Contact Information

Tenant shall immediately notify Landlord of any changes to Tenant’s contact information, including the contact name, telephone numbers, mailing address, and email address.

19.18 Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: LANDLORD  
STATE OF CALIFORNIA,  
BY AND THROUGH THE  
DEPARTMENT OF  
TRANSPORTATION

Dated:  
TENANT

By: \_\_\_\_\_  
EDWARD FRANCIS  
Deputy District Director  
Right of Way

By: \_\_\_\_\_  
TONY ROYSTER  
General Manager

By: \_\_\_\_\_  
MIKE FEUER  
CITY Attorney

**EXHIBIT A: MAP OF PREMISES**

Legal Description - Saticoy Pallet Shelter Exhibit A – Legal  
Legal Description – Saticoy Pallet Shelter Exhibit B – Map

**EXHIBIT B: HAZARDOUS MATERIALS**

Landlord provided Tenant access to the premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate , sampling and analyze the soil and groundwater on the Premises for the presence of hazardous materials and Tenant declined the opportunity to perform this investigation, sampling and analysis.

**EXHIBIT C: DTSC AGREEMENT**

<http://www.dot.ca.gov/env/hazwaste/adl.html>

**EXHIBIT D: STORMWATER POLLUTION PREVENTION**

[https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/storms/](https://www.waterboards.ca.gov/water_issues/programs/stormwater/storms/)

**EXHIBIT E: ENVIRONMENTAL SITE ASSESSMENT CRITERIA**

Landlord provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to perform a full environmental investigation to determine the presence of hazardous materials, but Tenant declined the opportunity to perform such an investigation.

**EXHIBIT F: LETTER OF CERTIFICATE OF TENANT'S SELF-INSURANCE**

GeneralProof\_of\_Insuracne-City\_of\_LA.pdf

**EXHIBIT H: DTSC'S WAIVER OF SOIL EVALUATION FOR ADL**

North Hollywood Site\_21221.pdf

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

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Tenant shall immediately notify Landlord of any changes to Tenant’s contact information, including the contact name, telephone numbers, mailing address, and email address.

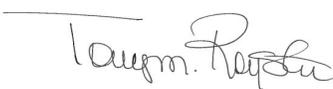
19.18 Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: LANDLORD  
STATE OF CALIFORNIA,  
BY AND THROUGH THE  
DEPARTMENT OF  
TRANSPORTATION

Dated:  
TENANT

By:   
EDWARD FRANCIS  
Deputy District Director  
Right of Way

By:  8-26-2021  
TONY ROYSTER  
General Manager

By:  8/25/2021  
MIKE FEUER By Saro Balian  
CITY Attorney Deputy City Attorney

## Exhibit "A"

### Legal Description

### For Lease Agreement Purposes

### LA-170-PM 18.8

Being portions of Lot 17 and Lot 20, both of Tract No. 1212, in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 18, Pages 126 and 127, of Maps, in the Office of the Registrar-Recorder/County Clerk of said county, and more particularly described as follows:

**BEGINNING** at a point in the westerly line of said Lot 17, said point being distant 18.49 feet northerly, measured along said westerly line from the southwest corner of said Lot 17; Thence along said westerly line North 10° 13' 52" West, 728.10 feet to the southeasterly corner of said Lot 20; Thence along the westerly line of that certain parcel of land acquired by the State of California, Parcel Number 415, by Deed recorded August 31, 1959 in Book D588, Page 697, of Official Records, North 17° 22' 40" West, 244.14 feet to the northwesterly corner of last said state parcel; Thence along the northerly line of said Lot 20, North 79° 44' 08" East, 30.36 feet to the northeasterly corner of last said lot; Thence along the easterly line of Lot 21 of said Tract 1212, North 10° 13' 52" West, 242.00 feet to the Northeasterly corner of said Lot 21; Thence easterly along the easterly prolongation of the northerly line of said Lot 21, North 79° 43' 57" East, 20.14 feet; Thence South 11° 08' 41" East, 262.57 feet; Thence South 11° 05' 22" East, 254.76 feet; Thence South 13° 55' 42" East, 257.57 feet; Thence South 16° 49' 15" East, 187.26 feet to a curve concave easterly and having a radius of 889.00 feet; Thence southerly along said curve from a tangent bearing South 09° 51' 05" West through a central angle of 00° 42' 52" an arc distance of 11.08 feet; Thence North 18° 05' 47" West, 31.68 feet to the most northerly corner of Parcel 3 of Relinquishment No. 676 of the Highway Right of Way relinquished to the City of Los Angeles by resolution of the California Highway Commission, a certified copy of which resolution is recorded February 27, 1969, as Instrument No. 2241, in Book R3162, Page 698, of Official Records of said County; Thence along the westerly line of said relinquishment South 16° 44' 15" West, 47.64 feet; Thence South 03° 29' 51" West, 106.90 feet; Thence South 06° 55' 00" East, 53.57 feet; Thence South 08° 47' 17" East, 61.48 feet to a curve, concave northwesterly and having a radius of 16.00 feet; Thence southwesterly along last said curve from a tangent bearing South 06° 04' 42" East, through a central angle of 49° 44' 19", an arc distance of 13.89 feet to a point in said westerly line of Lot 17, said point also being the **POINT OF BEGINNING**.

Containing 0.9 acres, more or less.



SCALE: 1" = 150'

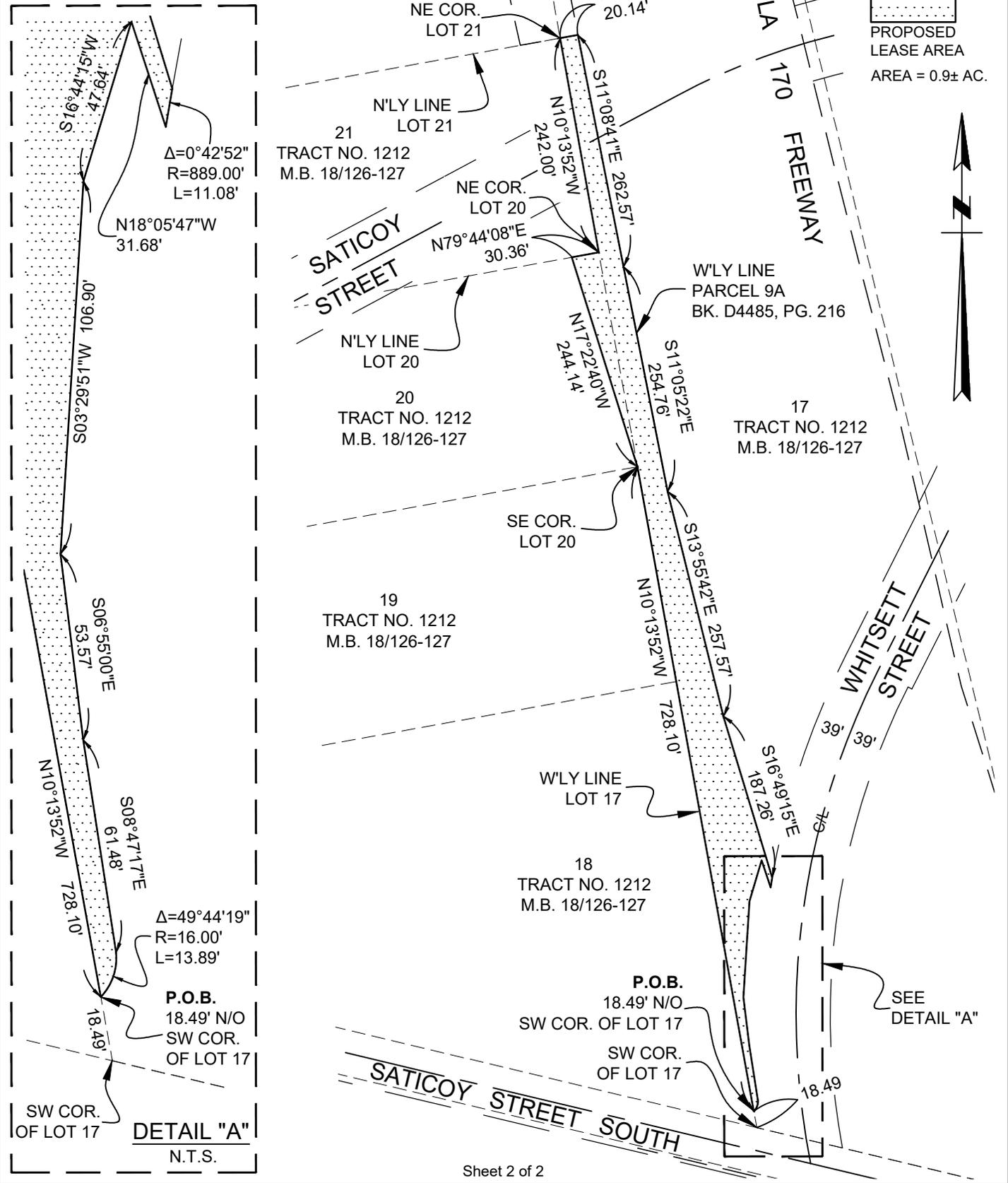
# EXHIBIT "B"

## MAP

BEING A PORTIONS OF LOT 17 AND LOT 20, BOTH OF TRACT NO. 1212, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 18, PAGES 126 AND 127, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

### NOTES:

 PROPOSED LEASE AREA  
AREA = 0.9± AC.



# CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

Richard H. Llewellyn, Jr.

CITY ADMINISTRATIVE OFFICER

ASSISTANT  
CITY ADMINISTRATIVE OFFICERS

PATRICIA J. HUBER  
BEN CEJA  
YOLANDA CHAVEZ

January 4, 2021

To Whom It May Concern:

## **RE: Proof of Insurance for the City of Los Angeles**

This is to certify that the City of Los Angeles self-administers, defends, settles and pays third-party claims for bodily injury, personal injury, death and/or property damage. Protection under this program is warranted to meet or exceed \$5 million, combined single limit, per occurrence.

Additionally, the City is permissively self-insured for Workers' Compensation under California law. The City of Los Angeles will provide 30 days' written notice of any modification or cancellation of the program.

If you need any further information regarding this risk retention program, please contact the Risk Management staff at (213) 978-RISK (7475) located at City Hall East, 200 N. Main St., Room 1240, Los Angeles, CA 90012.

Very truly yours,

*Victor T. Parker*

Victor T. Parker  
Director of Risk Management



**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D.  
Director  
9211 Oakdale Avenue  
Chatsworth, California 91311



**Gavin Newsom**  
Governor

February 12, 2021

**Sent Via Electronic Mail Only**

Mr. Wayne S. Lee  
Senior Real Estate Officer  
Real Estate Services Division  
General Services Department  
City Hall South Mail Stop 706  
111 East First Street - Second Floor  
Los Angeles, California 90012

### REVIEW OF ENVIRONMENTAL ASSESSMENT AND PLANNED USE OF THE PROPERTY AT SATICOY AND WHITSETT, NORTH HOLLYWOOD, LOS ANGELES FOR A HOMELESS SHELTER

Thank you for coordinating the City of Los Angeles's (City) proposed temporary re-housing shelter project with Department of Toxic Substances Control (DTSC). We received a request on February 10, 2021 to review environmental assessment documents and for concurrence with the City's plans to use a parcel located east of and parallel to State Route 170 (SR-170), and northwest of the Whitsett overcrossing in North Hollywood, Los Angeles (Site) for the homelessness shelter program.

The Site is bounded to the north by Saticoy St, to the east by SR-170 (Hollywood Freeway) and Whitsett Avenue overcrossing, to the west by industrial/commercial buildings and Bellaire Avenue, and to the south by Saticoy Street for their homelessness program. The Site is unpaved and undeveloped with some trees and brush. It is a narrow strip of land located between the SR-170 and the heavy industrial properties. An area on Saticoy Street is paved.

DTSC reviewed the Hazardous Waste Assessment prepared by the California Department of Transportation's (Caltrans) Office of Environmental Engineering, Hazardous Waste North Branch dated September 14, 2020 and agrees that further assessment of the property is necessary to ensure the safety of the occupants if structures were to be constructed or placed on the property.

Mr. Wayne Lee  
February 12, 2021  
Page 2

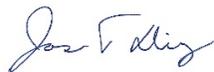
It is DTSC's understating that the City of Los Angeles proposes to place pallet shelters and supporting facilities to temporarily house a maximum of 200 individuals, including mobile hygiene trailers with showers, toilets, and drinking water fountains, cargo containers for administrative use, a storage unit, etc.

Based on available information, DTSC determined that the Site is not located on nor connected to the former Hewitt Landfill, therefore exposure to contaminants emanating from the landfill is not a concern. The Hewitt Landfill is located in the San Fernando Valley Groundwater Basin Superfund Site (Area 1), North Hollywood Operable Unit. Based on past uses of the Site, there are no likely sources of chemical releases that would have contributed to groundwater contamination. The City is not required to contact the United States Environmental Protection Agency to get concurrence with DTSC's determination.

The Site is adjacent to the freeway, it is anticipated that the Site will have a level of aerially deposited lead, Caltrans has not done any testing of their site. Soil assessment for lead contamination should be conducted.

DTSC concurs with the City's proposal to remove the top 6-7 inches of soil and to cap the area with asphalt to limit direct exposure to soil that may be contaminated with lead and therefore be protective of future occupants. The City proposes to properly profile and dispose of any excavated soil. If you have any questions, please contact me at (818) 717-6614 or email at [jose.diaz@dtsc.ca.gov](mailto:jose.diaz@dtsc.ca.gov)

Sincerely,



Jose F. Diaz  
Senior Environmental Scientist  
Site Mitigation & Restoration Program  
Department of Toxic Substances Control

cc: Frank Cheng, [Frank.Cheng@dot.ca.gov](mailto:Frank.Cheng@dot.ca.gov)  
Perry Myers, [Perry.Myers@dtsc.cov](mailto:Perry.Myers@dtsc.cov)  
Charlie Ridenour, [Charlie.Ridenour@dtsc.ca.gov](mailto:Charlie.Ridenour@dtsc.ca.gov)  
Haissam Y. Salloum, [Salloum@dtsc.ca.gov](mailto:Salloum@dtsc.ca.gov)