

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department" or "LADWP"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 221 N. Figueroa Street, Suite 1550, Los Angeles, California 90012, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown in Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof (the "Premises"). The gross leased area of the Premises is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

3. The Parties agree that Lessee's use and occupancy of Premises shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and expire on March 1, 2047 (the "Term").

5. If Lessee 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 Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 5 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 5 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of \$1.00 per year for the 30 year period of the Lease agreement which sum is payable in a lump sum of \$30 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the Premises. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees. Lessee shall maintain and provide adequate security for the Premises comparable to the security Lessee provides to similarly sized public parks that Lessee owns and/or operates.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the Premises to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department

determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by the easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving five years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other

party having an interest therein, from liens, and Lessee shall give to Lessor at least ten business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

17. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

18. Lessee shall pay for all materials and improvements placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

19. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

20. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

21. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

22. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

23. Storage of flammable liquids is not permitted within the property.

24. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

25. The Department further reserves the right to license or lease additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

26. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors employees, sub-licensees, sub-lessees or invitees onto the Premises.

27. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities. Lessee shall remain responsible for compliance of all terms and conditions of this Lease by sub-lessees or sub-licensees.

28. Each of the parties to this agreement is a department of the City of Los Angeles having separate funding sources. In accordance with an action of the City Council on April 17, 1991 which authorizes indemnification of proprietary City departments by Council-controlled departments Council File No. 85-1784), the Department of Recreation and Parks acknowledges this and agrees to defend and indemnify the Department of Water and Power from and against claims of loss of any kind or nature whatsoever and any associated costs, for injury or death to persons or damage to property (including environmental damage) which arise by reason of or incident to this Lease or the leased premises, or the acts, errors or omissions, or willful misconduct of the Department of Recreation and Parks, in any way related to this Lease. This indemnification shall survive the termination of this Lease and shall be in addition to any other rights or remedies that the Department of Water and Power may have, at law, or in equity.

In each contract, sub-lease or sub-license that the Department of Recreation and Parks enters into in connection with the Premises, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease or sub-license that is entered into between the Department of Recreation and Parks and its sub-lessees and/or sublicensees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

29. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee or the public, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter CERCLA)

[42 USCS §9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS §1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS §2601 et. seq.]; the Hazardous Materials Transportation Act (hereinafter HMTA) [49 USCS §5101 et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 USCS §136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §9601 et. seq.] (hereinafter SARA); the Clean Air Act [42 USCS §7401 et. seq.]; the Safe Drinking Water Act [42 USCS §300f et. seq.]; the Solid Waste Disposal Act [42 USCS §6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §651 et. seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act [H&SC §25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §24249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat. C. §13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

30. Lessee, by executing this Lease Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Lessee will be responsible for payment of any property taxes upon such right. Lessee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

31. For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/extranet/overview/possint.aspx>.

32. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the Lease subjecting the Lease to termination where such failure shall continue for more than 90 days after such notice of such failure to Lessee by Lessor or City.

33. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to practices provisions of this Lease may be deemed to be

a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

34. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this Lease, Lessee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, the Lease may be forthwith terminated.

35. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et. seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.

36. The Lessees, sub-lessees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the Lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Lessee is required to provide and update certain information to the City as specified by law. Any Lessee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor or sub-lessee expected to pay at least \$100,000 in rent under this Lease:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

37. As provided in Charter Section 470(c)(12) and related ordinances, you are a sub-lessee on LADWP File W-80858. Pursuant to City Charter Section 470(c)(12), sub-lessee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the LADWP Lease is signed. Sub-lessee is required to provide to Lessee names and addresses of the sub-lessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sub-lessee's information included must be provided to Lessor within five business days. Failure to comply may result in termination of the Lease or any other available legal

remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling (213) 978-1960.

38. Lessee, sub-lessees, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.

39. This Section is applicable where Lessee engaged in business within the City of Los Angeles and Lessee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Lease or the effective date of any extension of the term or renewal of this Lease, Lessee shall provide to the Lessor proof satisfactory to the LADWP's Real Estate that Lessee has the required TRCs and that Lessee is not then currently delinquent in any tax payment required under the Tax Ordinances. Lessor may terminate this Lease if Lessor determines that Lessee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this Lease. Lessor may also terminate this Lease at any time during the term of this Lease if Lessee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Lessee fails to cure such deficiencies within the 30 day period.

40. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

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41. This Lease shall replace and supersede the prior lease entered into by and between Lessor and Lessee, dated February 16, 2010 (LADWP Lease No. W-80858) and such prior lease shall be of no further force or effect upon the full execution of this Lease.

Dated _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

APPROVED:

By: _____
DAVID H. WRIGHT
General Manager

Handwritten initials: RA

RICHARD F. HARASICK
Senior Assistant General Manager -
Water System

Date: _____

And: _____
BARBARA E. MOSCHOS
Board Secretary

LESSOR

CITY OF LOS ANGELES, a municipal, corporation,
acting by and through its BOARD OF RECREATION
AND PARK COMMISSIONERS

By: *Pyroni Petros*

President

By: *Ando Benigno*

Secretary

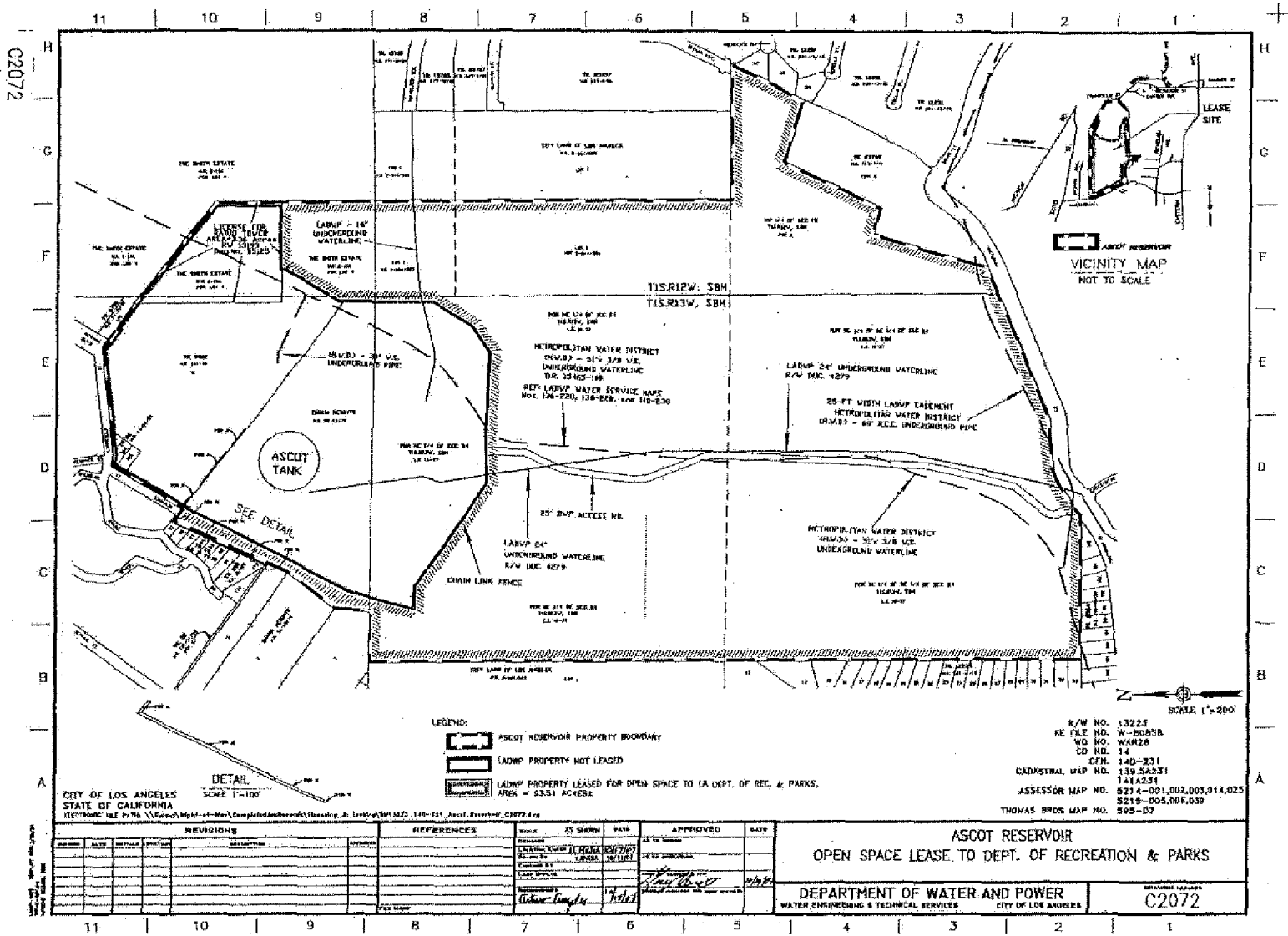
DATE: *03/01/17*

LESSEE

APPROVED AS TO FORM AND LEGALITY
MICHAEL W. FEUER, CITY ATTORNEY

NOV 30 2016
BY: *[Signature]*

TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY



C2072

DETAIL
CITY OF LOS ANGELES
STATE OF CALIFORNIA
ELECTRONIC FILE BY THE City of Los Angeles, Completed and Approved by the City Engineer, on 11/09/01, MAP 5273, 1:40-211, Ascot Reservoir, C2072.dwg

- LEGEND:
- ASCOT RESERVOIR PROPERTY BOUNDARY
 - LADWP PROPERTY NOT LEASED
 - LADWP PROPERTY LEASED FOR OPEN SPACE TO (LA DEPT. OF REC. & PARKS, AREA = 53.31 ACRES)

R/W NO. 13225
RE FILE NO. W-80858
WG NO. W4828
CD NO. 14
CFN. 140-231
CADASTRAL MAP NO. 138-54231
ASSESSOR MAP NO. 5234-001,002,003,014,025
THOMAS BROS MAP NO. 5215-005,006,039
505-07

REVISIONS		REFERENCES		APPROVED	
NO.	DATE	BY	DESCRIPTION	DATE	BY

ASCOT RESERVOIR
OPEN SPACE LEASE TO DEPT. OF RECREATION & PARKS

DEPARTMENT OF WATER AND POWER
WATER ENGINEERING & TECHNICAL SERVICES
CITY OF LOS ANGELES
C2072