

APPROVED

Mar 06 2025

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-029

DATE March 06, 2025

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPOSITION PARK– SECOND AMENDMENT TO THE GROUND LEASE WITH THE 6TH DISTRICT AGRICULTURAL ASSOCIATION CALIFORNIA SCIENCE CENTER (STATE) FOR THE SHARED USE OF PARKING SPACE ON STATE PROPERTY; CONSIDERATION OF THE PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT (EIR), FIRST ADDENDUM, SECOND ADDENDUM, THIRD ADDENDUM, FOURTH ADDENDUM, SUPPLEMENTAL EIR, FIFTH ADDENDUM, AND ERRATA, FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES AND MITIGATION MONITORING PROGRAM FOR THE LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT EIR (SCH NO. 1990011065)

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	for C. Santo Domingo	<u>DF</u>
C. Stoneham	_____	N. Williams	_____



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Second Amendment to Ground Lease – Athletic Field (Second Amendment) with the State in the form attached as Attachment 1, which relocates certain 33 parking spaces for RAP use and 200 parking spaces for the patrons of the Expo Center, as further described in this Report;
2. Authorize the Department of Recreation and Parks’ (RAP) General Manager or designee to make technical corrections as necessary to carry out the intent of this Report;
3. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the Second Amendment upon receipt of all necessary approvals;
4. Determine that pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, and 15164, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Environmental Impact Report (EIR), First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Supplemental EIR, Fifth Addendum, and Errata, findings, Statement of Overriding Considerations and accompanying mitigation measures and Mitigation

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Monitoring Program for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065); and no subsequent EIR, Negative Declaration, or further addendum or other CEQA analysis is required

SUMMARY

On March 16, 2016, through Board Report No. 16-062, the Board approved the Ground Lease – Athletic Field (Ground Lease) between the State and RAP for the use of State property commonly known as the California Science Center, which gave certain rights to RAP to use parking spaces on State property. The Ground Lease was executed on May 6, 2016 and carries a term of ten (10) years with five (5) one (1) year options for a total of fifteen (15) years. However, due to the construction of the Lucas Museum of Narrative Art, several locations identified in the Ground Lease for the shared parking were no longer available.

First Amendment to the Ground Lease

On May 21, 2017, through Board Report 17-135, the Board approved the First Amendment to the Ground Lease (First Amendment). The terms of the First Amendment modified the shared parking areas within Exposition Park and identified the parking lots available for RAP use, as described below:

- 33 Parking Spaces

The State provided RAP the right to use 33 parking spaces, on a daily basis, at no charge to RAP within (i) the underground parking structure constructed by the Lucas Museum (Orange lot), (ii) an existing surface parking lot known as Lot 5 located on the northwest corner of Martin Luther King Jr. Blvd and Hoover Street, and/or (iii) an existing surface parking lot known as Lot 4 located directly north of Lot 5. The 33 parking spaces will be made available to RAP 24 hours per day.

- 200 Parking Spaces

The State also made available to Expo Center patrons no less than 200 spaces on a daily basis, at rates no higher than comparable parking meter rates in the vicinity, also within Lot 4 and Lot 5.

Second Amendment to the Ground Lease

The State is preparing for the redevelopment of certain lots on its premises with a subterranean parking garage and a surface level park (Redevelopment Project). The proposed Redevelopment Project will provide 1775 subterranean parking spaces, 6+ acres of green space, EV charging, bus parking, restrooms, and concessions space. The Redevelopment Project will be located in an area that includes Lot 4 and 5. To ensure that the State has site control for the Redevelopment Project while ensuring RAP maintains its parking rights, the State has proposed a Second Amendment to the Ground Lease. The Second Amendment will:

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- Release 33 RAP parking spaces from Lots 4 and 5, and relocate the spaces to the Orange Lot. All other provisions regarding the 33 spaces as set forth in the First Amendment remains the same.
- Release 200 spaces for the Expo Center patrons from Lots 4 and 5, and relocate the spaces to the Orange Lot. All other provisions regarding the 200 spaces as set forth in the First Amendment remains the same.

In summary, the proposed Second Amendment seeks to relocate 33 spaces for RAP and 200 spaces for Expo patrons into the Orange Lot. No other modification to Lessee's and State's rights and obligations related to these 33 Parking Spaces under the First Amendment or the Lease are being made. RAP staff agrees with these proposed relocation changes as it is not anticipated to effect RAP operations at the Expo Center.

TREES AND SHADE

The proposed project will have no impact on the existing trees and shade.

ENVIRONMENTAL IMPACT

The proposed project consists of an amendment to an existing agreement for the assignment of parking spaces caused by a new development that will occur at Exposition Park. The new development consists of a renovation plan which includes the demolition of existing surface parking lots and the installation of underground utilities, construction of a new 3-story 720,000 square foot subterranean parking garage containing 2,069 parking spaces that will be covered by artificial green grass space at street level, development of an approximately 42,840 square foot 3-story building to house the park headquarters and community center with emergency generators and public restrooms, and an up to 120-space surface bus parking lot covered by a new photovoltaic solar panel system.

The renovation plan is the most recent phase of the 2003 Los Angeles Memorial Coliseum Renovation Project EIR, that has gone through a series of changes and transformations to include the Coliseum renovation, the Lucas museum, an update of the Master Plan and now the construction of the subterranean parking garage and the new park headquarters.

The 2003 Los Angeles Memorial Coliseum Renovation Project Environmental Impact Report (EIR) was certified on December 4, 2003, Addenda 1, 2, 3 and 4 were approved between 2006 and 2016. A supplemental EIR was approved in 2020 and the fifth addendum was approved in September 2024. Notices of Determination have been filed with the California Office of Research and Planning (now Governor's Office of Land Use and Climate Innovation).

RAP staff has found that the actions before the Board are part of a larger project, adequately assessed in a previously certified EIR, along with a Supplemental EIR, five Addenda, Errata, Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program, for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065). Based on these considerations, staff recommends that the Board take no further CEQA Action.

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FISCAL IMPACT

The approval of this proposed Second Amendment will have no fiscal impact on RAP's General Fund.

This Report was prepared by Rick Tonthat, Senior Management Analyst II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Second Amendment to the Ground Lease
- 2) Ground Lease
- 3) 1st Amendment to the Ground Lease
- 4) BR 17-135
- 5) Site map of Parking Lots

SECOND AMENDMENT
Ground Lease - Athletic Field – L-2713

This Second Amendment to Ground Lease – Athletic Field ("Second Amendment"), dated as of this _____, for identification purposes only, is made by and between the State of California, at the direction of the 6th District Agricultural Association (6th DAA), also known as Exposition Park, with the approval of the Director of the Department of General Services (DGS) and the California Natural Resources Agency, hereinafter collectively referred to as "State", and the City of Los Angeles, a California municipal corporation and public body, acting by and through its Department of Recreation and Parks, hereinafter referred to as "Lessee."

RECITALS

A. State is the fee owner of that certain real property commonly known as the Exposition Park, located at 700 Exposition Park Drive, County of Los Angeles, State of California.

B. Pursuant to that certain "Ground Lease-Athletic Field", dated for reference purposes as of February 1, 2016 ("Lease"), and the First Amendment thereto ("First Amendment"), dated August 1, 2017, made by and between State and Lessee ("Lease"), State currently leases to Lessee, and lessee currently leases from State, a portion of that real property referenced above in Recital A. The Lease and the First Amendment also includes various rights and obligations with respect to the development and shared use of parking spaces. All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Lease and the First Amendment.

C. The State anticipates redeveloping certain lots at Exposition Park with a subterranean parking garage and a park, including Lots 4, 5, and 6 (each as defined in the First Amendment) ("redevelopment project"). To ensure the Lessee continues to enjoy daily rights to parking as set forth in the First Amendment, while ensuring the State has site control for its redevelopment project, the Parties seek to relocate those daily parking spaces to which Lessee's has rights to use under the First Amendment through this Second Amendment.

D. As outlined in Exhibit A-2, an underground parking structure partially underneath the current Playfield which is owned and operated by the State is more commonly referred to as the Orange Lot ("Orange Lot").

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, State and Lessee hereby agree as follows:

AGREEMENT

- I. Amendment to the Lease. The Parties hereby amend Section 1.E. of Lease Amendment One as follows:

- A. Daily Parking – Release of 33 spaces in Lot 4 and 5 and Relocation to the Orange Lot. Per the First Amendment, the "33 Parking Spaces" referred to in Section 1.E.(i). shall be provided to Lessee within the Orange Lot, Lot 5, or Lot 4. Lessee hereby agrees that it shall have no further claim to use any of the "33 Parking Spaces" in Lot 4 and Lot 5 and that Lessee's rights to use the "33 Parking Spaces" shall be limited to the spaces within the Orange Lot, provided that if spaces are unavailable in the Orange Lot, the State shall make those parking spaces available in Lot 4 and 5. For purposes of clarity, only the location of these parking spaces are being modified by this Second Amendment and no other modification to Lessee's and State's rights and obligations related to these 33 Parking Spaces under the First Amendment or the Lease are being made.

B. Daily Parking – Release of 200 spaces in Lot 4 and 5 and Relocation to the Orange Lot.

The “200 Parking Spaces” referred to in Section 1.E.(ii). of the First Amendment shall be provided within the Orange Lot. For purposes of clarity, only the location of these parking spaces are being modified by this Second Amendment and no other modification to Lessee’s and State’s rights and obligations related to “no less than 200 Parking Spaces” under the First Amendment or the Lease are being made. Lessee hereby agrees that it shall have no claim to use any of the “no less than 200 Parking Spaces in Lot 4 and Lot 5” cited in the First Amendment, and will be relocated to the Orange Lot, unless, consistent with the lease and the First Amendment, the spaces may not be available if the State has committed the spaces to other Exposition Park entities for parking for Park Events scheduled on the Exposition Park Master Calendar in accordance with the park user scheduling procedures and priorities; if the “no less than 200 Parking Spaces in Lot 4 and 5” are unavailable in the Orange Lot, the State will make parking spaces available in Lot 4 and/or 5.

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties hereto as of the date written below.

STATE OF CALIFORNIA

LICENSEE

6TH DISTRICT AGRICULTURAL ASSOCIATION
EXPOSITION PARK

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

By: _____
Andrea Ambriz, General Manager
Office of Exposition Park Management

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

REVIEWED AND APPROVED:

Approved as to Form:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
Name: _____
Title: _____

By: _____
Trevor Johnson, Assistant Chief
State Owned Leasing and Development

Date: _____

RECOMMEND APPROVAL:

CONSENT:

STATE OWNED LEASING AND DEVELOPMENT

NATURAL RESOURCES AGENCY

By: _____
Kimberley Tsumura
Senior Real Estate Officer

By: _____
Wade Crowfoot, Secretary

Exhibit A-2 Exposition Park Parking Lot Map



**First Amendment
to
Ground Lease – Athletic Field**

This First Amendment to Ground Lease – Athletic Field (“First Amendment”), dated as of this 1st day of Aug, 2017, for identification purposes only, is made by and between the State of California, acting by and through the 6th District Agricultural Association (6th DAA), California Science Center, and the Office of Exposition Park Management, with the approval of the Director of the Department of General Services (DGS) and the Natural Resources Agency, hereinafter collectively referred to as “State”, and the City of Los Angeles, a California municipal corporation and public body, hereinafter referred to as “Lessee”.

RECITALS

- A. State is the fee owner of that certain real property commonly known as the Exposition Park, located at 700 Exposition Park Drive, County of Los Angeles, State of California.
- B. Pursuant to that certain “Ground Lease-Athletic Field”, dated for reference purposes as of February 1, 2016, made by and between State and Lessee (“Lease”), State currently leases to Lessee, and lessee currently leases from State, a portion of that real property referenced above in Recital A. The Lease also includes various rights and obligations with respect to the development and shared use of parking spaces. All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.
- C. Lessee has satisfied all of its obligations under the Lease to complete capital improvements, including without limitation the obligation to develop a total of 325 parking spaces at four separate locations (i.e., State-owned Vermont strip – 130 spaces; City-owned Leighton Street – 33 spaces; City-owned EXPO Center perimeter – 108 spaces; and City-owned MLK strip – 54 spaces).
- D. State anticipates that it will soon be entering into one or more agreements with Lucas Museum of Narrative Art, a California nonprofit public benefit corporation (“Museum Entity”), for the proposed development of the Lucas Museum of Narrative Art (“Museum”), and a portion of the Museum will be located on a playfield currently leased to Lessee under the Lease.
- E. To accommodate the development of the Museum and its campus, which will include public open space, the Parties now mutually desire to amend the Lease to, among other things: (i) relocate the Playfield to a new location; and (ii) revise the existing rights and obligations relative to the shared use of parking spaces, all subject to the terms and conditions of this First Amendment.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, State and Lessee hereby agree as follows:

AGREEMENT

I. Amendment to the Lease

The Parties hereby amend the Lease as follows:

A. Playfield

(i) Construction of and Relocation to New Playfield

The Parties acknowledge that the current Playfield (sometimes also referred to as the “Playing Field” in the Lease) is located on that property shown on Exhibit “A” of the Lease. State hereby agrees to construct, or have the Museum Entity construct, a new playfield (“New Playfield”), which shall be substantially the same size as the current Playfield. The New Playfield shall be located on that property directly south of the current Playfield, at the northeast corner of Vermont Avenue and Martin Luther King Jr. Boulevard, as shown on Exhibit 1 attached hereto. The New Playfield shall be diligently constructed and developed at no cost to the City. Lessee shall not be obligated to pay or fund any portion of the development costs of the New Playfield. To the extent reasonably feasible, the State or the Museum Entity shall use best efforts to ensure that the time period during which the current Playfield is not available for use due to construction of the New Playfield is minimized. State agrees that no construction may commence with respect to any portion of the Museum project until the New Playfield is completed and ready for use by Lessee. Upon completion of the New Playfield, all of Lessee’s rights to use the current Playfield under the Lease shall be relocated to the New Playfield.

(ii) Lease References to Playfield

Upon completion of the New Playfield, all references under the Lease to the current Playfield, including without limitation Exhibit “A” to the Lease, shall be deleted and replaced with references to the New Playfield, which is depicted on Exhibit 1 hereto.

B. Release of State’s Use Rights to 325 Parking Spaces

The Parties acknowledge that, under the Lease, State has certain rights to occasionally use any or all of those 325 parking spaces referenced in Recital C above (“325 Spaces”). State hereby fully and irrevocably relinquishes any and all of its rights under the Lease to use the 325 Spaces, or any portion thereof, as of the later of (i) date that the New Playfield is ready for use by Lessee or (ii) January 31, 2018. Notwithstanding anything to the contrary, Lessee shall not have any obligation to ensure that State’s rights to these 325 Spaces are not interfered with in connection with activities relating to construction by the State and/or the Museum Entity.

C. State’s New Rights to Parking Spaces

Commencing upon the completion of the New Playfield through and until the expiration of the term of the Lease, Lessee shall provide the following 162 parking spaces to the State: (i) City-owned EXPO Center perimeter – 108 spaces; and (ii) City-owned MLK strip – 54 spaces. The rate to be paid by State to Lessee for these 162 parking spaces and the frequency of use thereof shall be the same as the rates and frequencies set forth in Article 7 of that certain Non-Disturbance Agreement between State and USC, entered into effective as of September 4, 2013, net of all of the State's direct costs incurred in the daily operation of the 162 parking spaces. In

lieu of directly paying the Lessee for the use of these 162 parking spaces, the State may pay Lessee by providing Lessee rent credit against the annual rent specified in the Lease.

D. Release of Lessee's Use Rights to 495 Parking Spaces

The Parties acknowledge that, under the Lease, Lessee has certain rights to occasionally use up to 495 parking spaces located on that certain property referenced in the Lease as "Lot 1" ("495 Spaces"). Lessee hereby fully and irrevocably relinquishes any and all of its rights under the Lease to use the 495 Spaces, or any portion thereof, as of the date construction commences on Lot 1.

E. Lessee's New Rights to Parking Spaces

(i) 33 Parking Spaces

Once Lessee loses the ability to use its parking area located on Leighton Street (which parking area contains 33 parking spaces) due to construction activities, State shall provide Lessee the right to use 33 parking spaces, on a daily basis, at no charge to Lessee, which 33 parking spaces shall be provided within: (i) that certain underground parking structure to be constructed by the Museum Entity partially underneath the current Playfield and to be owned and operated by the State, (ii) that certain existing surface parking lot, commonly known as Lot 5, located at the northwest corner of Martin Luther King Jr. Boulevard and Hoover Street ("Lot 5"), and/or (iii) that certain existing surface parking lot, commonly known as Lot 4, located directly north of Lot 5 ("Lot 4"). The 33 parking spaces will be available to Lessee 24 hours per day. Lessee shall not have any right to sell, transfer or lease the parking spaces and any revenue received by Lessee from the parking spaces shall belong to the State. Notwithstanding the above, the 33 parking spaces will not be available to Lessee during any Major Event at Expo Park, which is defined as any event with expected attendance of 25,000 or more or during any event for which USC or LAFC has the right to purchase all parking owned or operated by the State pursuant to agreements entered into by the State and USC and LAFC.

(ii) 200 Parking Spaces

State shall make available to Expo Center patrons no less than 200 parking spaces, on a daily basis, at rates no higher than comparable parking meter rates in the vicinity, which 200 parking spaces shall be provided within Lot 4 and/or Lot 5. Notwithstanding the foregoing, the Parties acknowledge that some or all of these 200 parking spaces may not be available at any time that the State has committed the spaces to other Expo Park entities for parking for Park Events scheduled on the Exposition Park Master Calendar in accordance with the park user scheduling procedures and priorities.

II. Affirmation of Other Terms



Except as otherwise provided in this First Amendment, all terms and conditions contained in the Lease are hereby ratified and confirmed. The Lease shall remain in full force and effect, except as expressly modified by this First Amendment.

[signature page follows]


IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date written below.

<p>“State”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p>“Lessee”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: <u>Ana M. Lasso</u> Ana M. Lasso, General Manager Office of Exposition Park Management Date: <u>Aug 3, 2017</u></p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date written below.

<p>“State”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p>“Lessee”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By:  Tony Psihopaidas, Manager State Owned Leasing and Development Date: <u>8/3/17</u></p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By:  Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: <u>8/3/17</u></p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	

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<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: _____ Sylvia Patsouras, President Date: _____</p> <p>By: _____ Armando Bencomo, Secretary Date: _____</p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: _____ Deputy City Attorney Date: _____</p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: _____ Deputy Date: _____</p>
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By:  John Laird, Secretary Date: 8/2/17</p>	

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date written below.


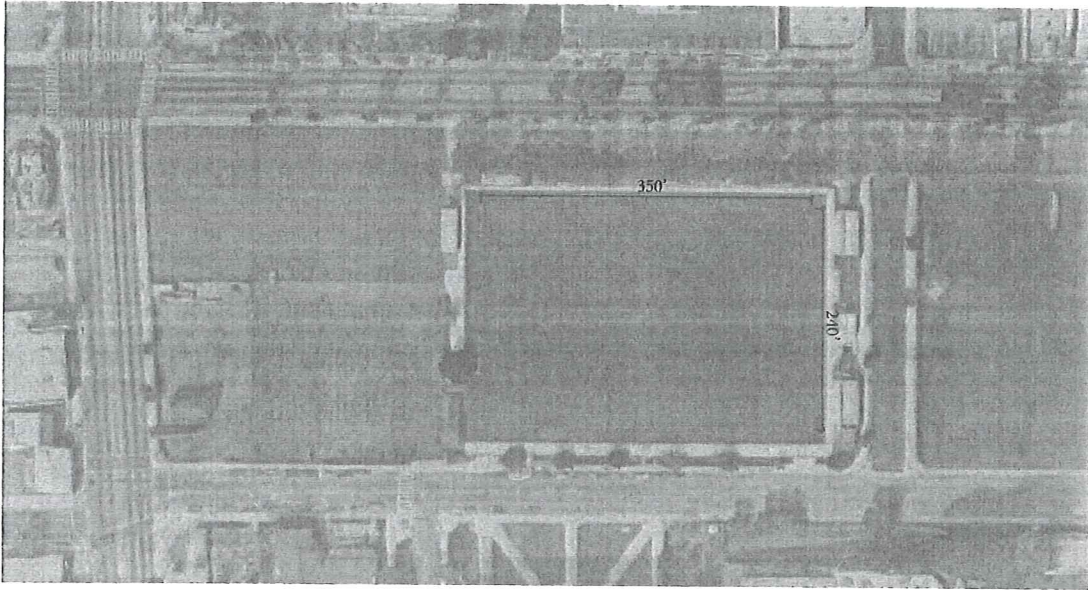
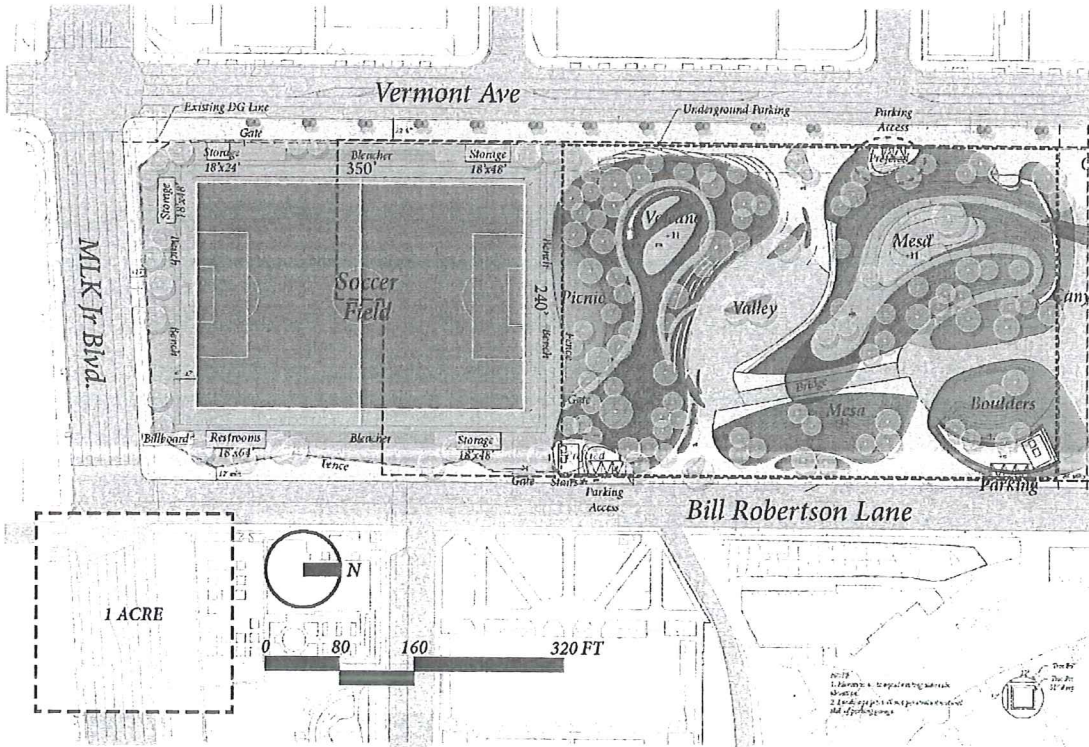
<p>“State”:</p> <p>The State of California, acting by and through the 6th District Agricultural Association, California Science Center, and the Office of Exposition Park Management</p>	<p>“Lessee”:</p> <p>City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners</p>
<p>6th District Agricultural Association California Science Center</p> <p>By: _____ Ana M. Lasso, General Manager Office of Exposition Park Management Date: _____</p>	<p>By: <u><i>Sylvia Patsouras</i></u> Sylvia Patsouras, President Date: <u>8/2/17</u></p> <p>By: <u><i>Armando Bencomo</i></u> Armando Bencomo, Secretary Date: <u>8/2/17</u></p>
<p>Reviewed and Approved:</p> <p>Director of Department of General Services</p> <p>By: _____ Tony Psihopaidas, Manager State Owned Leasing and Development Date: _____</p>	<p>Approved as to form:</p> <p>Michael N. Feuer, City Attorney</p> <p>By: <u><i>Michael N. Feuer</i></u> Deputy City Attorney Date: <u>8-2-17</u></p>
<p>Recommend Approval:</p> <p>By: _____ Kimberley Tsumura Senior Real Estate Officer State Owned Leasing and Development Date: _____</p>	<p>Attest:</p> <p>Holly L. Wolcott, City Clerk</p> <p>By: <u><i>Holly L. Wolcott</i></u> Deputy Date: <u>8-17-17</u></p> 
<p>Consent:</p> <p>Natural Resources Agency</p> <p>By: _____ John Laird, Secretary Date: _____</p>	<p><u>0-129872-1</u></p>

Exhibit 1

[New Playfield Location – See Attached]



CURRENT SOCCER FIELD PLAN



PROPOSED SOCCER FIELD PLAN



May 9, 2016

License No. L-2713

Armando X. Bencomo
City of Los Angeles
Office of the Board of Recreation and Park Commissioners
221 North Figueroa Street, Suite 30
Los Angeles, CA 90012
Phone: (213) 202-2640

Re: EXECUTED ATHLETIC FIELD GROUND LEASE
SCIENCE CENTER EXPOSITION PARK, LOS ANGELES COUNTY

Dear Armando:

Please find enclosed one original Athletic Field ground lease for the City of Los Angeles, Department of Recreation and Parks, to use a portion of land within the California Science Center, Expo Park, for the purpose outlined in the ground Lease.

Please contact the Science Center, Exposition Park at (213) 744-2308 to coordinate all activities on the grounds pursuant to the Lease and all associated Agreements.

If you have any questions about the enclosed Lease, you can contact me at (916) 375-4050 or email at Kim.Tsumura@dgs.ca.gov.

Sincerely,



KIMBERLEY TSUMURA
Senior Real Estate Officer

cc: Ana M. Lasso, General Manager, Office of Exposition Park Management, 700 Exposition Park Drive, Los Angeles, CA 90037, (213) 744-7659
Lia Duncan, Executive Assistant, California Natural Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, CA 95814, (916) 653-5481

Enclosures

GROUND LEASE – ATHLETIC FIELD

Location of Leased Premises:

**6TH DISTRICT AGRICULTURAL ASSOCIATION
EXPOSITON PARK
700 EXPOSITION PARK DRIVE
LOSA ANGELES, CA 90037**

Lease No.: L-2713

Agency:

**6TH DISTRICT AGRICULTURAL ASSOCIATION
REAL PROPERTY NO. 97**

Lessee: City of Los Angeles

This Lease, dated for reference purposes only, February 1, 2016, is made by and between the State of California, acting by and through the **6th District Agricultural Association (6th DAA), California Science Center, and the Office of Exposition Park Management**, with the approval of the Director of the **Department of General Services (DGS)**, hereinafter collectively referred to as STATE, and the **City of Los Angeles**, a California Municipal Corporation and Public Body, hereinafter referred to as "LESSEE", also referred to as "Party" of "Parties".

RECITALS

WHEREAS, pursuant to Food and Agricultural Code Section 3332(m), The Board, with the approval of the Department of General Services, may Lease any of its property for any purpose for any period of time; and

WHEREAS, STATE has under its control certain real property commonly known as the California Science Center, located at 700 Exposition Park Drive, County of Los Angeles, State of California; and

WHEREAS, LESSEE desires to Lease a portion the property described herein from STATE; and

WHEREAS, it is in the best interest of the STATE that such a Lease be consummated between STATE and LESSEE on the terms and conditions herein contained.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- Section 1: Site Specific Provisions
- Section 2: Ground Lease Specific Provisions
- Section 3: Standard Provisions

SECTION 1 –SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY
DESCRIPTION

1. STATE does hereby lease to LESSEE, and LESSEE hereby hires from STATE an area of land within the boundaries of the California Science Center, Exposition Park, situated in the City of Los Angeles, County of Los Angeles, State of California, designated as Exhibit "A", which is incorporated herein and by this reference made a part hereof and more particularly described as follows:

LESSEE acknowledges that access to the playing field is through STATE'S private property, and LESSEE has limited access by road to the above described playing field and parking areas accompanying the playing field. LESSEE's areas consists of the following components:

- (a) Playfield – An area of approximately three (3) acres of land located within the California Science Center, Exposition Park site.
- (b) Parking – Develop 325 parking spaces: Vermont strip (State-owned)-130 spaces; Leighton Street (City-owned)-33 spaces; EXPO Center perimeter (City-owned)-108 spaces; and MLK strip (City owned)-54 spaces
- (c) Access - Non-exclusive right of ingress and egress for approximately one (1) mile from the terminus of the public road to the Playing Field site including the above described areas.

Together the Playing Field, the Access and the Parking are hereinafter referred to as "Premises" as outlined in Exhibit "A", attached hereto and incorporated herein.

USE

2. LESSEE agrees to use the Premises during the term of the Lease for the purpose of LESSEE sponsored or co-sponsored athletic events for recreation Division youth or adult programs regardless of skill level.

LESSEE, at no cost to STATE will make capital improvements to four distinct areas, including State-owned property to develop 325 parking spaces that will be replaced in lieu of the spaces currently made available when the playfield is covered as follows:

- Vermont strip (State-owned)—130 spaces
- Leighton Street (City-owned)—33 spaces
- EXPO Center perimeter (City-owned)—108 spaces
- MLK strip (City owned)—54 spaces

LESSEE will comply with the requirements set forth in the Non-Disturbance Agreement (NDA) (executed by the State and USC on July, 2013) and make the 325 spaces available for the annual **USC** college football home games and up to three (3) additional major events with over 30,000 spectators annually for the term of the operating agreement. This provision will apply for the entirety of this operating agreement, including any renewal period or future agreements with the City for the continuous use of the Playfield.

LESSEE will not be obligated to cover the Playfield for any football game, major or special event for the remainder of the term of this operating agreement

The Playfield will primarily be used for recreational play. Due to the limitations of artificial turf material, only recreational play and other activities related to community use will be allowed.

SECTION 1 –SITE SPECIFIC PROVISIONS

USE (CONT)

If LESEE participates in special **major** event permitting of the playfield, thus generating revenue, STATE shall have the authority to participate in a revenue share schedule. LESEE may however permit the field for other special events and if revenue is generated, the STATE may not participate in a revenue share schedule.

The operation within the Premises will be the function and total responsibility of the LESSEE, and LESSEE will abide by any rules and regulation established by the Administrative Services of the California Science Center.

STATE shall, have the right to reserve the use of the playfield property in the event that an Olympics, Special Olympics or World's Fair takes place at Exposition Park. The STATE shall have the right to monetize the use of its property by giving LESSEE sixty (60) days written notice. STATE may reimburse or reduce LESSEE'S lease costs based on a mutually agreeable amount.

LESSEE shall have use of at least 100 parking spaces, at the monthly prevailing rate, within Lot 1 for daily parking use until parking improvements to create the parking spaces described in Section 1(b) above are completed. It is anticipated that completion of said improvements will require a construction period of at least 90 days.

RENT PAYMENTS
AND RENT CREDIT

- 3. Rent shall be paid annually, in advance, by LESSEE to STATE on the first day of each anniversary date during said term as follows:

NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) per year.

Rents shall increase each January 1st, beginning January 1, 2017 at **the current CPI rate not to exceed** three percent (3%) per year as outlined in the rent schedule below.

1/1/2016	12/31/2016	\$90,000.00	1/1/2021	12/31/2021	\$104,335.00
1/1/2017	12/31/2017	\$92,700.00	1/1/2022	12/31/2022	\$107,465.00
1/1/2018	12/31/2018	\$95,481.00	1/1/2023	12/31/2023	\$110,689.00
1/1/2019	12/31/2019	\$98,345.00	1/1/2024	12/31/2024	\$114,009.00
1/1/2020	12/31/2020	\$101,296.00	1/1/2025	12/31/2025	\$117,430.00

State will invoice LESSEE, and LESSEE shall pay STATE within 45 days of receipt of invoice. LESSEE's payments shall display State's Lease Number L-2713 and shall be mailed to the following address:

California Science Center (L-2713)
700 Exposition Park Drive
Los Angeles, CA 90037

LESSEE acknowledges that rent and past due rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.

STATE acknowledges LESSEE's contribution to the California Science Center in the form of making capital improvements to repair, replace, and maintain the artificial turf. This contribution qualifies LESSEE for a partial "In-lieu Benefit" as follows:

First year, January 1, 2016 thru December 31, 2016 – Rent will be abated during the first year of the Lease term in an amount not to exceed \$90,000.00 to make the necessary improvements along the Vermont Strip; however, the one-time abatement shall not exceed the "actual" costs of the capital improvements.

SECTION 1 –SITE SPECIFIC PROVISIONS**RENT PAYMENTS
AND RENT CREDIT
(CONT)**

Rent will be due and payable during the remainder of the term, beginning January 1, 2017 pursuant to the rent schedule above.

Revenue from the buy-out of the 325 spaces, during major events (all USC football day games plus 3 additional major events), will go 100% percent to STATE as per the NDA.

LESSEE may elect to charge a fee for the spaces around their perimeter, Leighton Street, and the MLK strip for other special events or when promoters request these spaces. STATE will not be responsible to manage the parking operations of said spaces on Leighton Street, MLK strip or around the perimeter of LESSEE's property.

**PLAYING FIELD
REPRESENTATIVES**

4. Prior to permitted use, LESSEE and STATE shall each designate in writing to the other party a representative who shall be responsible for the day-to-day issues of operation, maintenance, cleanliness and general order. LESSEE's designated representative shall be available at all times during LESSEE's permitted use, and STATE may contact LESSEE at any time. LESSEE's designated representative shall be empowered to immediately address any concerns of STATE.

UTILITIES

5. (a) All utility costs associated with the Playfield will be the responsibility of LESSEE. If there are any costs from utilities that LESSEE currently doesn't cover but is required to do so, STATE will work in good-effort to provide the necessary information and diligently work to transfer the responsibility to LESSEE.
- (b) STATE shall not be liable to LESSEE or third parties for failure to provide electricity due to rolling blackouts or other causes beyond STATE's control. LESSEE shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by STATE as the result of a crisis of any kind.

TERM

6. (a) The Initial Term of this Lease shall commence on January 1, 2016 and end December 31, 2025 with LESSEE having five options to extend the Term of the Lease for one year each option, with such rights of termination as are hereinafter expressly set forth.
- (b) Unless LESSEE gives prior written notice within sixty (60) days of the end of a one (1) year option period that it will not exercise the option, the Lease will automatically extend for an additional one year renewal period. The last one (1) year option will end December 31, 2030.

**EARLY
TERMINATION**

7. (a) STATE and LESSEE agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party fifty (50) days prior to the date when such termination shall become effective. If STATE elects early termination of the Lease, STATE shall reimburse LESSEE for the prorated share of initial improvement costs incurred by LESSEE.

(b) Notwithstanding the above early termination clause, this Lease may be terminated at anytime by STATE upon default by LESSEE of any covenant contained herein.

(c) Termination of this Lease for any reason shall also constitute termination of the Operating Agreement. Termination of the Operating Agreement shall also constitute termination of the Lease. If LESSEE terminates its Operating Agreement with the STATE, LESSEE shall concurrently give notice to terminate this Lease.

SECTION 1 –SITE SPECIFIC PROVISIONS

NOTICES

- 8. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a State or Federal holiday, such notice shall be effective on the following business day.

STATE:

6TH DISTRICT AGRICULTURAL ASSOCIATION
CALIFORNIA SCIENCE CENTER
 Office of Exposition Park Management
 700 Exposition Park Drive
 Los Angeles, CA 90037
 Phone: (213) 744-2308

With Copies to:

DEPARTMENT OF GENERAL SERVICES
 Real Estate Services Division
 P. O. Box 989052
 West Sacramento, CA 95798-9052
 Phone: (916) 375-4025

LESSEE:

CITY OF LOS ANGELES
 Department of Recreation and Parks
 Planning, Construction, and Maintenance Branch
 Attn: Senior Management Analyst
 P.O. Box 86328
 Los Angeles, CA 90086-0328
 Telephone: (714) 754-5300

With Copies to:

DEPARTMENT OF RECREATION AND PARKS
 Executive Director, EXPO Center
 3980 Bill Robertson Lane
 Los Angeles, CA 90037

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LESSEE is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

PARKING

- 9. STATE will be responsible to clean the parking areas and address or have addressed any damages and repairs as needed.

LESSEE will set the parking rate to meet the State's going event rate or may elect to increase the rate, but may not undercut the daily or special event rate set forth by Office of Exposition Park Management (OEPM), USC Coliseum & Sports Arena, or Coliseum Commission.

SECTION 1 –SITE SPECIFIC PROVISIONS**PARKING (CONT)**

Should an event promoter wish to increase the parking inventory at Exposition Park, the purchase of the Playfield as a parking area may not be withheld by LESSEE. Such event promoter will be responsible to purchase new plates or lease existing plates from LESSEE. Such event promoter will also be required to pay for the cost to cover the field and return it to its original use. The event promoter will work with EXPO Center to make LESSEE whole for the lack of access to the playfield for regular operations. Any parking revenue generated from the playfield will go to STATE.

South Lawn: LESSEE may request to use the South Lawn at no cost to LESSEE for a total of 3 events per year. LESSEE shall submit an application to the General Manager for approval at least thirty (30) days prior to the proposed date of use. The General Manager may not withhold use of the South Lawn without reason. LESSEE's use of the South Lawn will be reserved for a City-sponsored event.

LESSEE shall be responsible for all clean up and trash disposal as well as any repairs necessary to return the area to its prior use. If LESSEE charges a fee for use of the South Lawn the fee shall not exceed LESSEE's actual cost to support the event for which this fee is charged. The City-sponsored event may not limit STATE from generating revenue should there already be a reserved use of the South Lawn with a paying client.

Lot 1: STATE will manage Lot 1 for daily and special event parking. Lot 1 will no longer be utilized by EXPO Center free of charge. OEPM will operate the lot or may elect to sub-lease the lot to a long-term user. OEPM, in good faith, will coordinate the use of Lot 1 to help avoid or address potential operational impacts to the EXPO Center.

STATE will make available 495 parking spaces for EXPO Center for up to five (5) major community events. Those community events need to be submitted to the General Manager of Exposition Park at the start of the calendar year (within the first 30 days). STATE will reserve the 495 parking spaces for EXPO Center on the requested dates, except if there is a complete buy-out of Exposition Park parking spaces by USC.

In addition to the above referenced terms and conditions, LESSEE shall be subject to and comply with the parking priorities identified in the Non-Disturbance Agreements as these may be amended.

CANCELLATION

10. Any willful violation of the terms of this Lease or the California Science Center's rules and regulations shall be grounds for cancellation of the Lease and removal of the LESSEE, except that LESSEE shall have the right to receive notice of such violation and a period of 10 calendar days, only if such violation is curable, to cure prior to any such cancellation, and only if LESSEE fails to cure the specified violation shall cancellation be permitted pursuant to this section.

Cancellation or termination of this Lease shall result in the Operating Agreement executed by and between the STATE and LESSEE also be terminated simultaneously.

**LESSEE'S
SECURITY**

11. STATE, , in good faith, will provide a Full-Time Equivalent ("FTE"), Department of Public Safety ("DPS"), Museum Security Officer ("MSO") to EXPO Center during operating hours Monday through Friday (6:00 a.m. to 8:00 p.m.) and Saturday (9:00 a.m. to 5:00 p.m.) for the term of the agreement.

SECTION 1 –SITE SPECIFIC PROVISIONS**HOLDING OVER &
LEASE RENEWAL**

12. Any holding over after the expiration of the term of this Lease with the consent of the STATE, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, LESSEE's rental rate shall, at the option of the STATE, be adjusted to be consistent with the most current established rental rate for the premises, payable on a monthly basis in advance. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

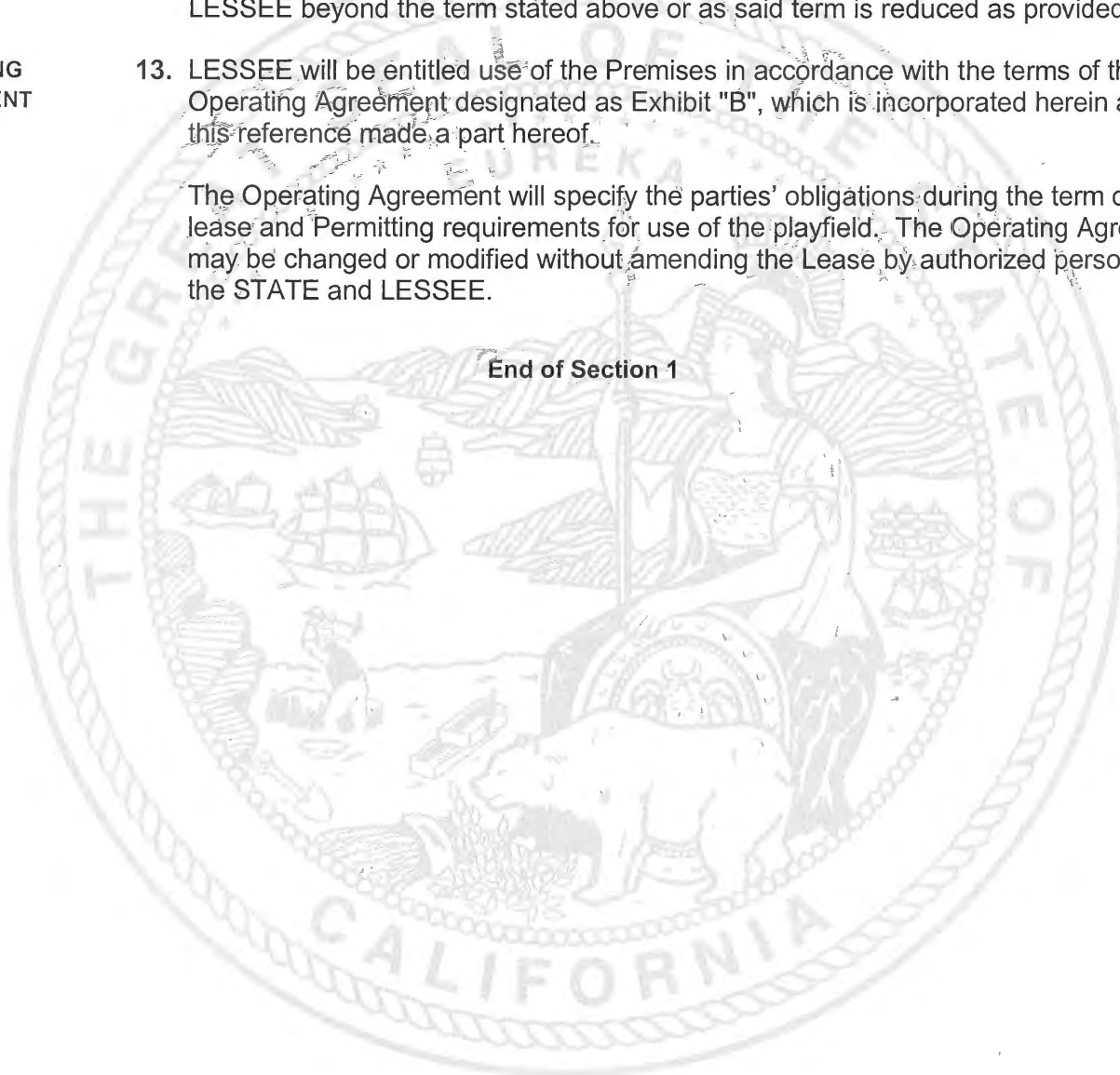
STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

**OPERATING
AGREEMENT**

13. LESSEE will be entitled use of the Premises in accordance with the terms of the Operating Agreement designated as Exhibit "B", which is incorporated herein and by this reference made a part hereof.

The Operating Agreement will specify the parties' obligations during the term of the lease and Permitting requirements for use of the playfield. The Operating Agreement may be changed or modified without amending the Lease by authorized personnel of the STATE and LESSEE.

End of Section 1



SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS**1. ACCESS TO PREMISES.**

Only LESSEE, properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises.

2. REGULATION BY STATE.

STATE shall have the full power and right to determine and regulate the operations of LESSEE insofar as they affect the operations, safety, and effective use of STATE activities conducted at the same location. All employees of the LESSEE shall be subject to the rules and regulations of STATE as they relate to conduct on the grounds and general use of facilities.

3. RIGHT TO ENTER.

During continuance in force of this Lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful STATE purposes.

4. IMPROVEMENTS & MODIFICATIONS.

LESSEE at its sole cost and expense may, subject to the approval of California Science Center, from time to time during its tenancy of the Premises:

(a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as LESSEE and STATE mutually deems necessary consistent with the purpose of this Lease as set forth in "Use" Section hereof.

(b) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in "Use" Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE. Such approval by STATE shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this Lease; LESSEE shall notify the STATE thirty (30) days prior to the actual construction.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, LESSEE shall make the same in such

manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

5. MAINTENANCE AND REPAIR.

LESSEE will be responsible for all maintenance, repair and replacement of the artificial turf field during the term of the operating agreement. STATE is under no obligation to repair or replace the artificial turf field.

Maintenance costs related to the perimeter fencing, restroom building, and any other assets, such as light fixtures and landscaping within the Playfield will be the responsibility of LESSEE. LESSEE may elect to utilize STATE operations staff to conduct repairs through a work-order. All costs associated with such repairs will be the responsibility of LESSEE.

6. DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

(a) During the term of this Lease, all personal property placed in, upon, or under the Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LESSEE's tenancy.

(b) Should LESSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, STATE may do so at the risk of LESSEE. Upon written demand by STATE, LESSEE shall immediately pay all costs and expenses of the removal of LESSEE'S personal property and equipment.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

7. SURRENDER OF PREMISES.

Upon termination of this Lease for any cause, the LESSEE shall remove any and all of LESSEE'S equipment and personal property

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

and restore the entire Premises to its condition prior to the execution of this Lease, except however, the STATE may approve, in writing, any deviation from this requirement.

8. FIRE/POLICE PROTECTION.

LESSEE is a separate and distinct entity from California Science Center and shall so inform the local Fire and Police Agencies. STATE shall in no way be responsible or liable for such protection to LESSEE.

9. MEDICAL.

Medical support shall not be provided by California Science Center or by STATE. Necessary emergency medical or surgical care of LESSEE'S clients and employees will be lessee's responsibility. As used herein, this is intended to mean that LESSEE shall be liable for any and all medical and/or surgical care costs for LESSEE'S employees served by LESSEE'S program.

10. EMERGENCY PREPAREDNESS.

LESSEE agrees to be responsible for maintaining an emergency preparedness program for LESSEE. LESSEE shall not rely on STATE to provide food or supplies during a local or area wide disaster. STATE will, if time and material allow, assist LESSEE during a disaster.

11. LESSEE GUARANTEES.

LESSEE hereby guarantees, for the term of this Lease any and all work or services performed by LESSEE or LESSEE'S properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of its Playing Field at the STATE'S facilities. All costs to repair or replace STATE'S existing irrigation systems upon the Premises shall be the sole responsibility of LESSEE during the term of this Lease.

12. TRASH:

LESSEE shall pick up trash and debris at Premises and deposit trash in trash bins. STATE shall allow LESSEE to use the existing three (3) cubic yard trash bins for the Premises. If LESSEE needs additional trash bins for LESSEE-permitted Users, LESSEE may be provided one (1) additional three (3) cubic yard trash bin, such trash bin to be enclosed to STATE standards and located at a mutually agreed upon location. STATE shall, at its expense, arrange for trash disposal for the contents of LESSEE provided trash bins as part of its regularly scheduled trash collection.

End of Section 2

SECTION 3 – STANDARD PROVISIONS**1. PERMITS AND APPROVALS.**

STATE and LESSEE agree that LESSEE'S ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with LESSEE, if at no expense to State, in LESSEE'S effort to obtain such approvals in connection with said permits, licenses or other approvals.

2. LEASE MODIFICATION FEES.

An administration fee shall be assessed for any action originated by LESSEE requiring lease administration staff work by STATE which result in an amendment to, or assignment of this Lease. To initiate such services, LESSEE must submit a written request to STATE. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. LESSEE will be required to remit the administration fee to the DGS address listed in the "Notices" Paragraph of this Lease. If the request is found to be complex and/or requires non-standard handling for administrative services, the transaction will be billed at the DGS current hourly rate for the actual additional hours required to complete the requested administrative/technical review services.

3. DEFAULT.

LESSEE shall make all payments to STATE without deduction, default or delay. In the event of the failure of LESSEE to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of LESSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSEE of such default, this Lease may, at STATE'S sole discretion, be terminated. In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this Paragraph, STATE shall not be required to pay LESSEE any sum or sums whatsoever.

4. INTEREST ON PAST DUE OBLIGATIONS.

STATE may charge interest, for any amount due to STATE but not paid when due, at a rate equal to the annual maximum rate allowable by

law from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LESSEE under the "Default" Paragraph herein.

5. COMPLIANCE WITH LAWS.

LESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

6. FAILURE TO PERFORM.

In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, STATE will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

7. ASSIGNMENT, SUBLETTING & CHANGE IN USE.

LESSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the Lease by LESSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LESSEE, its partner or principal) this Lease, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof without first obtaining the written consent of STATE, which consent is at the sole discretion of STATE.

8. RIGHTS RESERVED BY STATE.

(a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.

SECTION 3 – STANDARD PROVISIONS

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in STATE'S building or on said facility.

9. PROHIBITED USES.

LESSEE shall not commit, suffer or permit any waste or nuisance on the Premises or on STATE property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes.

No dumping of refuse by LESSEE is permitted at the Premises. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by STATE. LESSEE agrees that it shall at all times exercise due diligence in the protection of the Premises and STATE'S property against damage or destruction by fire or other cause.

10. FIRE AND CASUALTY DAMAGES.

STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

11. ACTS OF NATURE.

If any of LESSEE'S improvements or equipment are destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify STATE of such items and the date the replacement is completed.

12. HAZARDOUS WASTE.

LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the

term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by LESSEE or any person acting under LESSEE'S direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

13. CONDITION OF PREMISES.

(a) LESSEE is aware of the current condition of the Premises and accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of Nature, excepted.

(b) LESSEE shall not call on STATE to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

14. VACATING THE PREMISES.

LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

SECTION 3 – STANDARD PROVISIONS**15. RECOVERY OF LEGAL FEES.**

If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE will prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

16. TAXES AND ASSESSMENTS.

LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

17. NON-DISCRIMINATION.

(a) In the performance of this Lease, LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the

California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code (GC), Section 12920-12994).

(d) Remedies for willful violations:

(1) STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) STATE will have the right to terminate this Lease and any loss or damage sustained by STATE by reason thereof will be borne and paid for by the LESSEE.

18. INSURANCE.

LESSEE shall furnish STATE a certificate of insurance with STATE's Lease Number (L-2713) indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California as additional insureds, but only insofar as the operations under the Lease are concerned.

SECTION 3 – STANDARD PROVISIONS

The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

LESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.
- b. LESSEE shall provide STATE with a true copy of the policy in place providing coverage for General Liability, within thirty (30) days after each insurance policy renewal.
- c. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by the STATE within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- d. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.
- e. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.

f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

19. HOLD HARMLESS INDEMNIFICATION.

This Lease is made upon the express condition that State of California 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 whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LESSEE, except those arising out of the sole negligence or willful misconduct of STATE, its employees, agents, and invitees. LESSEE agrees to defend, indemnify, and save harmless STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

20. LOSSES.

STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

SECTION 3 – STANDARD PROVISIONS**21. DEBT LIABILITY DISCLAIMER.**

STATE, including but not limited to the STATE's General Fund or any special self insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of LESSEE or its heirs, successors or assigns. STATE, its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by LESSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of LESSEE. STATE has no obligation to defend or undertake the defense on behalf of LESSEE or its heirs, successors or assigns.

LESSEE shall defend the State of California, its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by LESSEE, its employees, agents, invitees, guests, or anyone acting in concert with or on behalf of LESSEE.

22. RELOCATION.

(a) In the event STATE terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against STATE for damages or other relief should the Lease be terminated pursuant to its terms, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate this Paragraph into the sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

(c) The location of the Premises to be used by LESSEE for the purpose of this Lease may be changed as required by the STATE in the event of circumstances arising to warrant such a change. LESSEE agrees to accept another functionally equivalent location within the facility

grounds within which to operate under the same general provisions of this Lease. In the event that new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the STATE, either greater or smaller, as the case may be.

In the event the STATE is unable to relocate the SUBLESSEE within the facility grounds, the STATE, upon reasonable notice, may require the LESSEE to leave the STATE premises. Reasonable notice is defined herein as to be at least thirty (30) days.

23. SMOKING RESTRICTIONS.

Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

24. RECORDING.

LESSEE shall not record this Lease or a short form memorandum thereof. Any such recording will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.

25. AUTHORITY TO CONTRACT.

(a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

(b) LESSEE shall, concurrently with the Execution of this Lease, deliver to the STATE at the address for the Department of General Services shown in the "Notice" Paragraph of this Lease, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this Lease.

(c) In addition prior to the execution of this Lease, LESSEE shall provide STATE with a copy of LESSEE'S current bylaws and corporate filing status as filed with the California Secretary of State.

SECTION 3 – STANDARD PROVISIONS

26. PARTNERSHIP DISCLAIMER.

LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

27. CEQA.

Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).

28. BANKRUPTCY.

In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Right of Entry" Paragraph hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

29. AMENDMENTS AND MODIFICATIONS.

No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

30. MUTUAL CONSENT.

Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

31. FORCE MAJEURE.

If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, 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 Paragraph shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.

32. WAIVER.

If STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

33. ENTIRE AGREEMENT.

This Lease and its exhibits constitute the entire agreement between STATE and Lessee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

34. PARAGRAPH HEADINGS.

All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

35. SEVERABILITY.

If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

36. SEPARATE COUNTERPARTS.

This Lease may be executed counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

SECTION 3 – STANDARD PROVISIONS

37. SUPERSEDEDURE.

This Lease supersedes and voids any prior license, lease or agreement of any kind between STATE and LESSEE identified in this Lease with regards to the Premises.

39. ESSENCE OF TIME.

Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

38. BINDING.

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

End of Section 3



IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

LICENSEE

6TH DISTRICT AGRICULTURAL ASSOCIATION
CALIFORNIA SCIENCE CENTER

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

By: *Ana M. Lasso*
ANA M. LASSO, General Manager
Office of Exposition Park Management

By: *Sylvia Patsouras*
~~SYLVIA PATSOAURAS~~ PATSOAURAS
President

Date: 2/8/2016

Date: April 6, 2016

By: *Armando Bencomo*
ARMANDO BENCOMO, Secretary

Date: April 6, 2016

REVIEWED AND APPROVED:

Approved as to Form:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

MICHAEL N. FEUER, City Attorney

By: *Tony Psihopaidas*
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

By: *Anthony Paul Diaz*
~~ANTHONY PAUL DIAZ~~
Deputy City Attorney *Karin Gonzalez-Kimberly*

Date: 4-6-16

Date: 5/9/16

CONSENT:

RECOMMEND APPROVAL:

NATURAL RESOURCES AGENCY

By: *Kimberley Tsumura*
KIMBERLEY TSUMURA
Senior Real Estate Officer
State Owned Leasing and Development

By: *John Laird*
for JOHN LAIRD, Secretary

Date: 5/6/16



EXHIBIT "A"

California Science Center Playfield



**OPERATING AGREEMENT
CALIFORNIA SCIENCE CENTER – EXPOSITION PARK**

LESSEE will be entitled to use PREMISES for LESSEE-related youth recreational activities, in accordance with the terms of this Lease, Monday through Sunday, 6:00 am to 10:30 p.m. LESSEE-related activities must cease at 10:30 p.m. on a daily basis, but participants, coaches, spectators, and referees shall have 30 additional minutes to clear STATE property.

STATE retains the right to schedule full or partial use of the PREMISES during LESSEE days/hours up to four (4) events every calendar year provided that the total number of event days does not exceed eight (8) days except as provided for in Section 1, Paragraph 14. STATE shall have the right to unlimited use of PREMISES during LESSEE days/hours for non-conflicting compatible use (STATE shall solely determine if such activities are compatible) by its consumers concurrent with LESSEE scheduled activities.

OBLIGATIONS OF LESSEE:

LESSEE hereby covenants and agrees to the following:

(a) LESSEE will maintain, or cause to be maintained, turf as identified in Exhibit A (Site Map) and any improvements made upon PREMISES by LESSEE as listed in Exhibit B. This paragraph shall not be deemed to require installation of any of the improvements listed on Exhibit B.

1. LESSEE shall maintain and/or improve sprinklers and irrigation controller for the life of this agreement. Repairs to irrigation system may require access during non-use hours. STATE shall allow LESSEE access for irrigation repairs. All irrigation systems beyond the valve assembly as shown in Exhibit A shall be the responsibility of LESSEE.

(b) All utilities associated with LESSEE use and permanent improvements installed as a result of this Lease shall be paid by LESSEE. LESSEE shall be responsible for the incremental increase in water usage needed to maintain PREMISES turf in acceptable condition for permitted uses.

(c) LESSEE shall provide and maintain, or cause to be maintained, portable temporary rest room facilities for LESSEE-permitted PREMISES users. Restrooms will be located on the north side of the existing fence or at a mutually agreed upon location on an as needed basis. Access to temporary rest room facilities shall be provided at LESSEE cost via a gate installed in the fencing surrounding the PREMISES. Restrooms shall be locked when not in use and will be fully screened to the satisfaction of both parties.

(d) LESSEE shall insure that their users are familiar with the rules, regulations, and any terms that govern the users conduct at PREMISES, and will inform users about the conduct required when dealing with, associating with, or interacting with STATE, clients and guests. LESSEE shall also be responsible to ensure that users are aware of any consequences for failure to comply with such rules, regulations, and terms herein. STATE reserves the right to ban any individual, team, group or league from use of the Premises for violation of STATE rules and regulations at the sole discretion of STATE. Users who fail to comply with STATE rules and regulations may be asked to immediately leave the property. STATE will not be responsible for compensating costs or hours lost due to expulsion. The person whose name appears on any issued permit for use of the Premises shall be present during users' activities and be responsible for knowledge of all STATE rules and regulations which are described generally at Section 1, Terms and Conditions below.

(e) LESSEE and/or permitted user groups shall be allowed use of portable storage containers located on the north side of the existing fence or at a mutually agreed upon location on an as needed basis. LESSEE shall install an access gate to allow direct access from PREMISES to adjacent LESSEE property.

- (f) LESSEE will not allow vehicles to enter upon turf area of PREMISES except as may be necessary and authorized for the limited purposes of maintenance, operation, and delivery of goods and services and will be responsible for the immediate repair or restoration of the PREMISES from such vehicle use.
- (g) LESSEE will hold user groups responsible for picking up trash and debris at PREMISES and for depositing it into the proper trash bins. LESSEE shall be responsible for any trash or debris left at the PREMISES and may be charged the cost of clean-up and/or trash or debris disposal by STATE, if it leaves trash and debris at the FACILITY after any use by LESSEE. At the request of STATE, LESSEE shall provide one (1) three (3) cubic yard trash bin for LESSEE-permitted PREMISES users to be located at a mutually agreed upon location on an as needed basis. If bin is located in a stand-alone location, LESSEE shall provide screening or enclosure as required by STATE procedure. (See Section 2, paragraph 14 for further explanation.)
- (h) LESSEE police forces from the local jurisdiction shall be required to respond to incidents and/or requests for services involving STATE property during periods of LESSEE's permitted use. However, STATE reserves the right to use STATE police forces and/or assume incident command if the incident primarily concerns STATE consumers, employees or guests at STATE's discretion. STATE police will confer with LESSEE police in this event. Control of any criminal act involving LESSEE's permitted users at the site will be under the authority of the local police jurisdiction, although STATE police may be first responders. However, any disputes as to incident command or jurisdiction shall be determined solely by STATE, if the incident occurs on STATE's property.
- (i) LESSEE shall only use maintenance products and materials on STATE grounds that have been reviewed and approved by STATE. LESSEE shall endeavor to limit the use of any toxic or hazardous substances, and shall at all times remain responsible for the storage, use and transportation of any toxic or hazardous substances. LESSEE shall notify and provide any requested information on any hazardous substances brought on the STATE property, prior to use and/or transport.
- (j) LESSEE acknowledges that parking on the STATE's property will be limited and that STATE will issue citations as to parking violations and other violations of the rules and regulations which may result in fines for LESSEE users. LESSEE shall assist as much as possible in the collection of such fines and shall try to limit violations by use of LESSEE personnel, users, guests and invitees who are on site during such use.

OBLIGATIONS OF STATE:

During the term of this Lease, STATE hereby covenants and agrees to the following:

- (a) STATE shall provide at least thirty (30) days' notice to LESSEE prior to making any improvements or placing any equipment, containers or other objects that may temporarily or permanently reduce the area listed in Exhibit A (Site Map). In the event of a declared State, local, regional, or federal emergency, STATE shall be granted immediate access to the Premises and all activities permitted by LESSEE will cease until such time as the emergency has ended.
- (b) STATE reserves the right to cancel previously approved and permitted LESSEE's use of the Premises. STATE will provide LESSEE with as much notice as is practical when canceling previously approved use of the Premises. Cancellations shall only be made for unforeseeable events or activities. STATE shall not be responsible, in any way, including, but not limited to, for any damages, fees or costs as a result of such cancellations.
- (c) STATE will have the right to make emergency repairs to the Premises and to any improvements made by LESSEE. In the event STATE has to make emergency repairs to any improvement

EXHIBIT "B"

installed by LESSEE, STATE shall notify LESSEE within 24 hours of the time when repairs were made and apprise LESSEE of what work was performed and the current condition of item repaired.

(d) STATE shall maintain any improvements installed by STATE or LESSEE that have been approved by STATE that are put in for the exclusive use of STATE consumers.

(e) LESSEE shall pay, directly to the applicable utility provider, that portion of the utility expenses attributable to its existing fields and improvements.

(f) STATE shall, at its own expense, arrange for trash disposal for the contents of LESSEE provided trash bins as part of its regularly scheduled trash collection. The parties shall meet and confer to resolve any issues arising from excess trash accumulation.

(g) STATE shall, have the right to reserve the use of the playfield property in the event that an Olympics, Special Olympics or World's Fair takes place at Exposition Park. The STATE shall have the right to 100% monetize the use of its property, and to reimburse or reduce the LESSEE'S lease costs based on a mutually agreeable amount and depending upon the periods and length of the restricted or exempted LESSEE use.

OTHER TERMS AND CONDITIONS:

LESSEE shall also be solely responsible to ensure that all these terms and conditions are met by LESSEE users:

(a) All LESSEE-permitted users shall be required to adhere to all STATE policies, procedures, rules and regulations. STATE reserves the right to ban any individual, team, group or league from use of the Premises for violation of STATE rules and regulations at the sole discretion of STATE. Users of the Premises who fail to comply with STATE rules and regulations may be asked to immediately leave the property. STATE will not be responsible for reimbursement of costs or hours lost due to expulsion.

(b) LESSEE's users are to comply with all requests of STATE administrators and managers regarding health and safety issues and impacts on PREMISES operations.

(d) Permitted users shall cooperate with STATE authorities, and shall not interfere or cause interference with operations of STATE.

(e) Clear access for emergency vehicles shall be maintained at all times.

(f) Vehicular and pedestrian access to site shall be as directed by STATE.

(g) The Premises shall be available to STATE and State personnel and inspectors at all times. LESSEE-permitted users shall anticipate that STATE personnel will visit the Premises on a frequent, irregular basis to observe activities. LESSEE-permitted PREMISES users will keep a copy of their LESSEE-issued permits available for inspection at all times of PREMISES use.

(h) LESSEE and LESSEE-permitted PREMISES users shall report to STATE, immediately upon discovery, the loss of any tools, equipment or materials stored or used on the Premises. STATE will not be responsible for losses due to theft or otherwise. However, this paragraph shall not be construed to obligate STATE to assume responsibility for investigations of thefts reported to STATE.

(i) Material Safety Data Sheets (MSDS) for all materials LESSEE uses on site must be available on-site for all required materials and supplies.

EXHIBIT "B"

- (j) No firearms, narcotics, drugs, intoxicants, alcoholic beverages, knives or similar sharp objects, weapons of any kind, or other prohibited items are allowed on PREMISES or STATE property at any time.
- (k) If LESSEE places locks on any improvements to the Premises, STATE shall also have the right to install a lock ("daisy chain") in order for STATE and LESSEE to have access to said improvement, except for any facilities located on LESSEE's property, as well as LESSEE storage facilities and portable lights (except when in use on STATE PREMISES).
- (l) LESSEE employees and field users shall not have access to or use of any facilities on the STATE site except for the recreational areas and related parking lot(s) covered by this Lease.
- (m) All LESSEE rules and regulations with respect to recreational field use and allocation shall apply to use of the Premises where they do not directly contradict the terms of this Lease. Where redundant references to rules, regulations, or terms are present, the more stringent shall apply.
- (n) No pets (except Guide Animals) are allowed on STATE grounds.
- (o) Barbeques or other heat producing devices are prohibited.
- (p) PREMISES users shall observe all STATE posted rules and regulations.
- (q) No foreign objects of any kind are to be discarded on STATE property.

PERMITTING:

- (a) LESSEE may enter into agreements of use by permit with groups for recreational purposes. LESSEE will be the sole permitting agent for STATE PREMISES during LESSEE use hours. Such agreements for use are subject to and deemed to incorporate by reference all provisions of this Lease.
- (b) LESSEE may charge a fair and reasonable fee or accept in-kind services from LESSEE-permitted PREMISES users to offset the costs associated with the use of the Premises.
- (c) Neither LESSEE nor STATE may assign or transfer this Lease, or any part thereof, or any rights thereunder, without the written consent of the other party.

REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Operating Agreement has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

6TH DISTRICT AGRICULTURAL ASSOCIATION
CALIFORNIA SCIENCE CENTER

By: *Ana M. Lasso*
ANA M. LASSO, General Manager
Office of Exposition Park Management

Date: *Feb. 8, 2016*

CONSENT:

NATURAL RESOURCES AGENCY

Amelia Blumhagen
By: *Amelia Blumhagen*
for **JOHN LAIRD**, Secretary

Date: *5/6/16*

LICENSEE

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

By: *Sylvia Patsouras*
SYLVIA PATSAOURAS
President

Date: *April 6, 2016*

By: *Armando Bencomo*
ARMANDO BENCOMO, Secretary

Date: *April 6, 2016*

Approved as to Form:
MICHAEL N. FEUER, City Attorney

By: *Marcia Gonzalez-Kimbrough*
Deputy City Attorney *Marcia Gonzalez-Kimbrough*

Date: *4-6-16*

APPROVED

MAY 23, 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-135 Revised

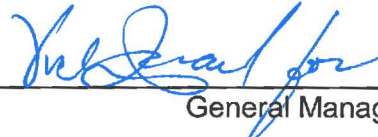
DATE May 23, 2017

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EXPOSITION PARK – LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – LEASE AGREEMENT WITH THE 6TH DISTRICT AGRICULTURAL ASSOCIATION (STATE) FOR THE USE OF CITY/PARK PROPERTY FOR THE PROPOSED MUSEUM; AMENDMENT TO GROUND LEASE AGREEMENT WITH STATE FOR USE OF STATE PROPERTY FOR PLAYFIELD PURPOSES; CONSIDERATION OF THE EIR, FIRST ADDENDUM, SECOND ADDENDUM, THIRD ADDENDUM, FOURTH ADDENDUM, AND ERRATA, FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES AND MITIGATION MONITORING PROGRAM FOR THE LOS ANGELES MEMORIAL COLISEUM RENOVATION PROJECT EIR (SCH NO. 1990011065)

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>RB</u>	N. Williams	_____
H. Fujita	_____		



General Manager

Approved ✓ _____ Disapproved _____ Withdrawn _____
As Amended _____

RECOMMENDATIONS

1. Adopt a proposed Resolution, herein included as Attachment 1, authorizing the Department of Recreation and Parks (RAP) to: (1) enter into a proposed fifty (50) year Lease Agreement (Lease) with the 6th District Agricultural Association (State) for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed open space landscaping of the Lucas Museum of Narrative Art (Museum) in accordance with Charter Section 594 and for the construction and operation of an underground parking garage in accordance with Charter Section 596, and (2) amend the existing lease with the State for the City's Playfield at Expo Center;

2. Authorize the RAP's General Manager or designee to negotiate Lease with the State, on file in the Board of Recreation and Park Commissioner's (Board) Office, for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed Museum and for construction and operation of the underground parking garage, consistent with the terms set forth in this Report and subject to approval of the

BOARD REPORT

PG. 2 NO. 17-135 Revised

Mayor and, as to the use of the subsurface space, the City Council, and approval of the City Attorney as to form;

3. Authorize RAP's General Manager or designee to negotiate Amendment to the Ground Lease Agreement (Ground Lease) with State, on file in the Board Office, for the use of State property, measuring approximately 154,800 square feet or 3.55 acres, for Playfield purposes at Exposition Park, subject to approval of the Mayor and approval of the City Attorney as to form;
4. Direct the Board Secretary to transmit forthwith the final negotiated Lease and Ground Lease concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
5. Authorize the City Attorney's Office to make technical changes to the Lease and Ground Lease, as necessary;
6. Authorize the Board President and Secretary to execute the proposed Lease and Ground Lease upon receipt of the necessary approvals; and
7. Find that pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, and 15164, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Environmental Impact Report (EIR), First Addendum, Second Addendum, Third Addendum, Fourth Addendum, and Errata, findings, Statement of Overriding Considerations and accompanying mitigation measures and Mitigation Monitoring Program for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065); and no subsequent EIR, Negative Declaration, or further addendum or other CEQA analysis is required for approval of the project and the actions before the Board.

SUMMARY

In January 2017, filmmaker George Lucas announced that Los Angeles was selected as the location to build the Lucas Museum of Narrative Art (Museum). To be located primarily on State land at Exposition Park, the Project is estimated to cost approximately One Billion Dollars (\$1,000,000,000.00), which includes building costs, art and an endowment of at least Four Hundred Million Dollars (\$400,000,000.00). The project comprises a five level 299,717 square foot Museum with a two-level parking garage underneath and an adjacent landscaped area with walking paths and a three-level parking garage underneath (Exhibit A).

On April 19, 2017, the Board, through Report No. 17-104, authorized the General Manager to execute the Planning application related to the Museum project and directed RAP staff to work with the State to draft a new lease agreement for the State's use of the two City-owned Leighton Street parcels and to amend the Ground Lease Agreement to remove certain terms and conditions no longer applicable due to the Museum project.

BOARD REPORT

Lease Agreement (Lease)

Two (2) parcels within the project area, Lots 101 and 102 on Leighton Street are City-owned lots under RAP's jurisdiction (Exhibits B-1 and B-2). These lots measure approximately 19,800 square feet or 0.45 acres and are currently used for parking. In addition, the City also owns a small sliver of land not currently in use, which is no wider than a sidewalk and juts directly out from the Leighton Street parcels north along Vermont Avenue. Taken all together, the property is to be part of an open and landscaped area with walking paths and a tri-level underground parking garage (Exhibit C). The proposed Lease will have a term of fifty (50) years that would allow for the construction of a public open space area and a tri-level subterranean public parking structure. According to the State, the surface public open space area is to be maintained and operated by the Museum, and the subterranean public parking structure is to be maintained and operated by the State. The Lease includes a provision that allows for the sublease by the State to the Museum. The rent owed by the State for the Lease is \$1 per year. Other considerations for this Lease include the public benefit to be realized from the construction, operation, and maintenance of the improvements contemplated, including landscaped open space on the City-owned property, as well as 33 parking spaces provided either on State property or in the new subterranean garage, all at no cost to RAP.

Ground Lease Agreement (Ground Lease)

On March 16, 2016, the Board approved the Ground Lease between the State and the City of Los Angeles for the use of State property for playfield use and shared parking through Report No. 16-062. The Ground Lease was executed on May 6, 2016, and has an initial term of ten (10) years and five (5) one (1) year options for a total of fifteen (15) years. Due to the Museum project, various locations used for the playfields and shared parking will no longer be available under the Ground Lease. Therefore, several of the terms and conditions of the Ground Lease are no longer applicable or will have to be amended.

Due to the Museum project, various locations used for the playfields and shared parking will no longer be available under the Ground Lease. Therefore, several of the terms and conditions of the Ground Lease are no longer applicable or will have to be amended.

Please see table below for a comparison of the current terms and the proposed terms:

	Current Ground Lease	Proposed Terms
State Benefits	<ol style="list-style-type: none">1. Annual rent of \$90K with annual escalation2. 325 spaces provided by City at four locations (for all USC home football games, plus three additional events per year)	<ol style="list-style-type: none">1. Same –2. State relinquishes City of requirement to provide 163 spaces. City to continue to provide 162 spaces through end of lease (108 City-owned EXPO Center perimeter spaces; and 54 City-owned Martin Luther King strip spaces)

BOARD REPORT

PG. 4

NO. 17-135 Revised

	Current Ground Lease	Proposed Terms
City Benefits	<ol style="list-style-type: none"> 1. Approx. three acres for playfield 2. Use of South Lawn of Museum of Natural History for special event parking up to 3 times per year 3. Use of 495 spaces on State's Lot 1 for special event parking up to five times per year 4. Reduced rate parking of no more than \$2.00 per day for 200 EXPO Center parking spaces wither within Lot 4 or 5 	<ol style="list-style-type: none"> 1. New and relocated playfield, paid for by the Museum 2. – Same – 3. No longer provided 4. Same <p>New benefits:</p> <ol style="list-style-type: none"> 5. Proceeds from provision of 162 spaces (above) to accrue to the City (currently those proceeds are paid by USC to the State) 6. Use of 33 parking spaces, free of charge in Lot 4 or 5 or the new underground garage, for as long as the museum lease exits (i.e. up to 50 years)

The proposed Amendment to the Ground Lease is included as Attachment 3.

ENVIRONMENTAL IMPACT STATEMENT

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

FISCAL IMPACT STATEMENT

There are no anticipated fiscal impacts to RAP's General Fund should the Board approve the execution of the Lease. Further, RAP staff, consistent with the Fiscal Impact Statement in Report No. 16-062, does not anticipate any additional costs beyond those already identified in the Ground Lease.

BOARD REPORT

PG. 5 NO. 17-135 Revised

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

LIST OF ATTACHMENTS

- 1) Proposed Resolution
- 2) Exhibit A – Preliminary Design of Lucas Museum of Narrative Art Museum
- 3) Exhibit B-1 – Aerial Photograph of Project Site – Lots 101 and 102
- 6) Exhibit B-2 – Parcel Map of Project Site – Lots 101 and 102
- 7) Exhibit C – Conceptual Landscape Plan

REVISED

RESOLUTION NO. _____

WHEREAS, it has been proposed to build the Lucas Museum of Narrative Art (Museum) at Exposition Park in Los Angeles on 6th District Agricultural Association (State) property and City of Los Angeles property under the jurisdiction of the City of Los Angeles Department of Recreation and Parks (City); and

WHEREAS, the City property is located on Leighton Avenue across the street from the City's EXPO Center and identified by Assessor's Parcel Nos. 5037-027-101 and 102 plus a small sliver of land not currently in use, which is no wider than a sidewalk and juts directly out from the Leighton Street parcels north along Vermont Avenue (City Land); and

WHEREAS, subject Leighton parcels measure approximately 19,800 square feet or 0.45 acres and are currently used for parking and subject adjoining lands is not currently in use; and

WHEREAS, the Museum's design for the City Land proposes a landscaped open space that will be open to the public, as well as, a public tri-level subterranean parking garage, which will be operated by the State; and

WHEREAS, the State and the City have agreed upon the terms and conditions of a fifty (50) year lease for the use of the City Land for the Museum project; and

WHEREAS, on March 16, 2016, the Board of Recreation and Park Commissioners (Board) approved the Ground Lease between the State and City for the use of three (3) acres of State land for the City's Athletic Field and shared parking through Board Report No. 16-062; and

WHEREAS, the Museum's design proposes elements to be located on State and City property that are currently used for the City's Athletic Field and shared parking; and

WHEREAS, the State and City have agreed to relocate the City's playfield onto other State owned property and alternative shared parking arrangements;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease Agreement between the State and the City for the use of the Leighton Avenue parcels for a fifty (50) year term from the effective date of the lease; and,

BE, IT FURTHER RESOLVED, that the Board of Recreation and Parks Commissioners approves the proposed First Amendment to the Ground Lease Agreement between the State and the City for the Athletic Field and Shared Parking; and,

BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make material and technical changes as needed to the proposed Lease Agreement and First Amendment to the Ground Lease, so long as the primary deal points remain as described in Board Report.

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

ARMANDO X. BENCOMO, BOARD SECRETARY
Resolution No. _____

LMNA - LA AREA SUMMARY

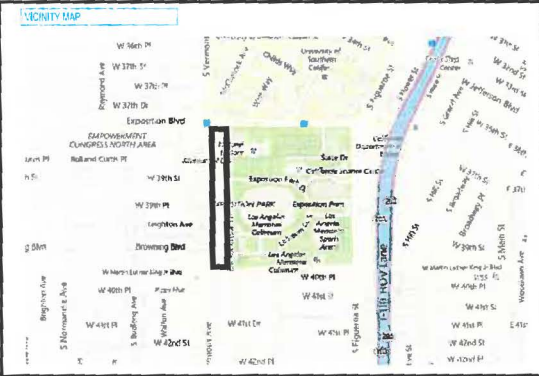
	TOTAL NET	TOTAL GROSS
GROUND FLOOR FINISH	18,888	68,342
GROUND FLOOR SOFFIT	72,414	84,548
LEVEL 02 CORN	480	1,788
LEVEL 02 IN	11,796	14,292
LEVEL 02 CORN	242	8,194
LEVEL 02 IN	11,241	78,378
LEVEL 02 CORN	101,492	111,246
LEVEL 02 IN	81,768	84,842
LEVEL 02 CORN	81,768	78,818
TOTAL	377,977	347,977
MECHANICAL LEVEL 04	309,485	138,485
MUSEUM LEVEL 02	77,491	88,761
TOTAL WITH BASEMENT	486,177	704,828

* TOTAL NET AREA DOES NOT INCLUDE STAIRS, ELEVATOR, BASEMENT, LOBBY, PARKING, EXHIBIT, OR DEDICATED MEDICAL ROOMS PER L.A. BUILDING CODE 91.01

** TOTAL GROSS AREA WITH FINISH FLOORING CALCULATED FOR ALL PURPOSES

LMNA - SOUTH GARAGE - AREA

PARKING	
LEVEL 01	172,300
LEVEL 02	172,300
LEVEL 03	172,300
TOTAL WITH BASEMENT	516,900



PROJECT TEAM	
ARCHITECT OF RECORD	STANTEC 100 CALIFORNIA STREET SUITE 1000 SAN FRANCISCO CA 415-882-9500
DESIGN ARCHITECT	MAD ARCHITECTS WEST TOWER, NO.7 BANQIAO NIANJIANG, BEIJING, CHINA 100007 +86 10 64028632
MECHANICAL ENGINEERS	ALFA TECH CONSULTING ONE POST STREET, SUITE 2200 SAN FRANCISCO, CA 94104 415-403-3000
STRUCTURAL ENGINEERS	LERA CONSULTING STRUCTURAL ENGINEERS 40 WALL STREET, FLOOR 23 NEW YORK, NY 10005

SHEET INDEX	
G000	COVER
G001	PROJECT INFORMATION
G002	SITE PHOTOS
G003	RENDERINGS
A100	SITE PLANS
A101	MUSEUM FLOOR PLANS
A102	MUSEUM FLOOR PLANS
A103	MUSEUM FLOOR PLANS
A104	MUSEUM FLOOR PLANS
A105	SOUTH GARAGE FLOOR PLANS
A201	ELEVATIONS
A301	BUILDING SECTIONS

EXHIBIT A

PROJECT LOCATION AND SITE CHARACTERISTICS
THE PROPOSED LUCAS MUSEUM OF NARRATIVE ART (LMNA) WOULD BE DEVELOPED ON ONE SITE AT EXPOSITION PARK IN LOS ANGELES AND WOULD INCLUDE: 1) AN UP TO APPROXIMATELY 400,000-SQUARE-FOOT BUILDING WITH GALLERY, THEATER, EDUCATION, OFFICES, AND RESTAURANT FUNCTIONS; 2) THE REMOVAL OF TWO EXISTING PARKING LOTS THAT EXTEND FROM VERMONT AVENUE TO BILL ROBERTSON LANE BETWEEN EXPOSITION BOULEVARD AND MARTIN LUTHER KING JR BOULEVARD; 3) THE REMOVAL AND RELOCATION OF AN EXISTING SOCCER FIELD AND ASSOCIATED OUTBUILDINGS; 4) UP TO TWO LEVELS OF PARKING BELOW THE MUSEUM; AND 5) A SEPARATE BELOW GROUND PARKING STRUCTURE WITH UP TO THREE LEVELS OF PARKING LOCATED SOUTH OF THE MUSEUM BUILDING.

LMNA BUILDING SITE
THE LMNA SITE IS BORDERED ROUGHLY BY LEIGHTON AVENUE ON THE SOUTH; VERMONT AVENUE ON THE WEST; BILL ROBERTSON LANE ON THE EAST; AND JESSE BREWER JR PARK TO THE NORTH. WEST 39TH STREET BISECTS THROUGH THE MIDDLE OF THE SITE. THE SITE GRADE IS TO BE DETERMINED AND WILL CREATE SMOOTH TRANSITIONS FROM SURROUNDING ROADS AND SIDEWALKS. THE LMNA SITE WAS FORMERLY COMPOSED OF 44 LOT PARCELS, ALLEYS, AND CONNECTING STREETS. THE PARCELS WERE COMBINED INTO 2 PARKING LOTS.
PARKING LOT 2. THE LOT OCCUPIES THE SOUTHERN PORTION OF THE SITE AND HAS A NET AREA OF 385,183 SQUARE FEET (8.6 ACRES) AND A GROSS AREA OF 376,626 SQUARE FEET (8.6 ACRES). IT CONTAINS 816 SURFACE PARKING STALLS ON BLACK ASPHALT, WHICH INCLUDES 18 ADA PARKING STALLS. THERE ARE 3 GATES ALONG BILL ROBERTSON LANE. THERE ARE 2 ELECTRIC Poles IN THE CENTER OF THE LOT. THERE ARE LIGHT POSTS IN A ROW AT THE CENTER AND EAST EDGE OF THE LOT. THE PARKING LOT IS BOUNDED BY A BLACK ON THE WEST SIDE AND A GRAY CHAIN LINK FENCE ON THE REMAINING SIDES.
PARKING LOT 3. THE LOT OCCUPIES THE NORTHERN PORTION OF THE SITE AND HAS A NET AREA OF 124,214 SQUARE FEET (2.8 ACRES) AND A GROSS AREA OF 140,768 SQUARE FEET (3.4 ACRES). IT CONTAINS 481 SURFACE PARKING STALLS ON BLACK ASPHALT, WHICH INCLUDES 9 ADA PARKING STALLS. THERE ARE TWO GATES ALONG BILL ROBERTSON LANE. THERE ARE A ROW OF ELECTRIC Poles IN THE CENTER OF THE LOT (4 TOTAL). THERE ARE LIGHT POSTS IN A ROW AT THE CENTER AND EAST EDGE OF THE LOT. THE PARKING LOT IS BOUNDED BY A BLACK METAL GATE ON ALL 4 SIDES.

BACKGROUND
THE LMNA SITE WILL BE A FOCAL POINT AND CIVIC GATHERING SPACE FOR THE EXPOSITION PARK, PROVIDING PUBLIC PROGRAM FOR THE COMMUNITY AND INTERACTIVE LANDSCAPE ELEMENTS. AS PART OF A NETWORK OF PROXIMAL OPEN SPACES, THE LMNA SITE SHARES VISUAL AND FUNCTIONAL CONNECTIONS WITH THE NATURAL HISTORY MUSEUM TO THE NORTHWEST, MUSEUM PARK TO THE EAST, AND THE LOS ANGELES MEMORIAL COLISEUM TO THE EAST. FROM THE PUBLIC ROOF GARDEN, VISITORS CAN EXPERIENCE PANORAMIC VIEWS OF THE SURROUNDING EXPOSITION PARK AND USC CAMPUS, DOWNTOWN LOS ANGELES, AND SURROUNDING MOUNTAINS BEYOND. GIVEN THE SITE'S CLIMATE AND SUN EXPOSURE, THE DESIGN APPROACH USES CANOPIES AND LARGE OVERHANGS TO CREATE OUTDOOR SHADED PUBLIC AREAS. LIKEWISE THE SITE'S SURROUNDING LANDSCAPE INTEGRATION, STREET DESIGN, AND EXISTING CONDITIONS PRESENT DISTINCT CONTROLS FOR SITE DEVELOPMENT.

DESIGN CONCEPT
THE LUCAS MUSEUM OF NARRATIVE ART IN LOS ANGELES EXPLORES THE RELATIONSHIP BETWEEN NATURE AND THE URBAN ENVIRONMENT. THE INSTITUTION'S PROGRAM CONSISTS OF THREE COMPONENTS: A MUSEUM, AN EDUCATION DEPARTMENT, AND CINEMA THEATERS THAT ENHANCE THE THEME OF NARRATIVE ART OF WHICH THE MUSEUM IS NAMED. THE MUSEUM DESIGN STRENGTHENS THE PURPOSE OF THE LA EXPOSITION PARK AS A CENTER OF EDUCATION, CULTURE AND INSPIRATION FOR LA RESIDENTS, THE STUDENTS OF THE NEIGHBORING USC CAMPUS AND BEYOND.

THE MUSEUM DESIGN FOR EXPOSITION PARK RESPONDS TO THE CLIMATIC ENVIRONMENT OF THE SITE BY ELEVATING THE MUSEUM GALLERY, WHICH CREATES A CANOPY THAT FLOATS LIKE A CLOUD AND SHADES THE PUBLIC PARK BELOW. ARCHING OVER W 39TH STREET, THE LUCAS MUSEUM OF NARRATIVE ART CREATES AN ICONIC GATEWAY, FRAMING THE NEIGHBORING MUSEUM CAMPUS INCLUDING THE NATURAL HISTORY MUSEUM, THE CALIFORNIA SCIENCE CENTER AND USC CAMPUS, DOWNTOWN LOS ANGELES, AND SURROUNDING MOUNTAINS BEYOND. GIVEN THE SITE'S CLIMATE AND SUN EXPOSURE, THE DESIGN APPROACH USES CANOPIES AND LARGE OVERHANGS TO CREATE OUTDOOR SHADED PUBLIC AREAS. LIKEWISE THE SITE'S SURROUNDING LANDSCAPE INTEGRATION, STREET DESIGN, AND EXISTING CONDITIONS PRESENT DISTINCT CONTROLS FOR SITE DEVELOPMENT.

THE EXTERIOR BUILDING SURFACE IS SMOOTH AND ORGANIC, REFLECTING THE SURROUNDING NEIGHBORHOODS AND LANDSCAPE. GUESTS TO THE MUSEUM, RESIDENTS OF SURROUNDING NEIGHBORHOODS, AS WELL AS THE PUBLIC, WILL BE REFLECTED IN THE METAL FACADE HIGHLIGHTING A SURREAL AND DYNAMIC EXPERIENCE. A FEATURE ELEVATOR ASCENDS FROM THE TRANSFER GLASS MUSEUM LOBBY BEGINNING A JOURNEY THROUGH THE SCULPTURAL SPACE. DISTORTED REFLECTIONS FOLLOW GUESTS CINEMATICALLY AS THEY TRANSITION FROM REALITY INTO THE FANTASTIC WORLD OF NARRATIVE ART.

THE VISITOR'S MOVEMENTS THROUGH THE GALLERIES ARE CHOREOGRAPHED BY A PATH THAT EFFORTLESSLY LOOPS AROUND THE "FLOATING CLOUD," CONTINUING THROUGH A VARIETY OF EXHIBITION SPACES. WITHIN THE GALLERY CLOUD, SELECTED VIEWS TO THE SURROUNDING PARK LANDSCAPES BECOME HIGHLIGHTS, CELEBRATING THE CONNECTION TO NATURE. THE ROOF LANDSCAPE IS DESIGNED AS A TOPOGRAPHICAL FLOATING PARK, WITH PATHS AND TERRACES MEANDERING THROUGH THE GREENERY AND SHADING TREES. THE FLOATING LANDSCAPE BLENDS INTO THE URBAN SCENERY OF LOS ANGELES AND THE VIEWS REACH FROM THE HOLLYWOOD HILLS TO THE SKYLINE OF LA DOWNTOWN AND THE HORIZON WHERE THE SKY MEETS THE OCEAN.

THE MUSEUM EXPERIENCE GOES BEYOND THE DISPLAYED ART COLLECTIONS. THE SCULPTURAL SPACES OF THE ICONIC BUILDING WITH NATURAL ELEMENTS WOVEN THROUGHOUT BECOME PART OF THE EXHIBITION. DESIGNED AS A NEW LANDMARK FOR THE CITY OF LOS ANGELES, THE LUCAS MUSEUM OF NARRATIVE ART ESTABLISHES A DIALOGUE WITH THE METROPOLITAN ENVIRONMENT AND CELEBRATES PUBLIC LIFE ALONG EXPOSITION PARK, AS WELL AS THE NATURAL AND URBAN BEAUTY OF THE CITY.

PROGRAM AND ACTIVITIES
THE LANDSCAPE AREAS SURROUNDING THE BUILDING HAVE GREAT POTENTIAL FOR ANY NUMBER OF EVENTS AND ACTIVITIES. THOUGH IT IS NOT HEAVILY PROGRAMMED WITH FIXED ELEMENTS, THIS APPROACH ALLOWS THE PARK TO HAVE THE POTENTIAL TO CONTRIBUTE ITS ROLE AS A COMMUNITY GATHERING PLACE. THE PUBLIC PROGRAM WITHIN THE BUILDING SPILLS OUT INTO THE LANDSCAPE AREAS TO ACTIVATE THE SPACES AND CREATE A STRONG CONNECTION BETWEEN EXTERIOR AND INTERIOR SPACES.

ACCESS AND CIRCULATION
THE SITE'S DESIGN ACCOMMODATES CIRCULATION AROUND THE BUILDING AND CONNECTS TO THE SURROUNDING PATHS AND STREETS. BORDERED ON ALL SIDES BY MULTI-MODAL CIRCULATION SYSTEMS, THE LMNA SITE IS EASILY ACCESSIBLE FROM THE GREATER LOS ANGELES AREA FROM FREEWAY 110 AT BOTH EXPOSITION BOULEVARD AND MARTIN LUTHER KING JR BOULEVARD. LA METRO LIGHT RAIL EXPO/VERMONT STATION IS LOCATED TO THE NORTHWEST AND WITHIN A 5 MINUTE WALK TO THE SITE. CIRCULATION WITHIN THE MUSEUM IS INTENTIONALLY OPEN AND FLEXIBLE. VISITORS WITH DISABILITIES ARE WELCOMED TO THE MUSEUM WITH SIMILAR PATH ROUTES AND ADA COMPLIANT SLOPES.

STORMWATER
WATER FROM THE MUSEUM'S FACADE CAN BE COLLECTED AND STORED ON SITE OR ADJACENT TO THE SITE. POROUS SURFACES - INCLUDING DECOMPOSED GRANITE, CONCRETE UNIT PAVERS, AND TURF - COVER MOST OF THE LANDSCAPED PORTIONS OF THE SITE, WHICH CAN ALSO BE COLLECTED AND STORED.

WIND
THE MUSEUM'S MAIN ENTRANCES ARE PROTECTED FROM THE WIND BY ARCHITECTURE AND LANDSCAPE ELEMENTS. THE LANDSCAPE DESIGN AROUND THE BUILDING IS DESIGNED TO DEFLECT AND MITIGATE WIND, AND CREATE A WELL-PROTECTED SPACE FOR EVENTS, GATHERING, AND PASSIVE RECREATION.

SOLAR ACCESS
THE EFFECT OF THE LMNA BUILDING ON THE ADJACENT BUILDINGS AND LANDSCAPE AREAS NEEDS TO BE FURTHER STUDIED BY A SOLAR CONSULTANT. A PORTION OF THE MUSEUM'S ROOF WILL BE COVERED IN PHOTOVOLTAIC PANELS IN ORDER TO OFFSET THE ELECTRICITY CONSUMPTION OF THE BUILDING.



DESIGN ARCHITECT
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415-403-3000

STRUCTURAL ENGINEERS
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NEW YORK, NY 10005

ARCHITECT OF RECORD
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100 CALIFORNIA STREET SUITE 1000
SAN FRANCISCO CA
415-882-9500

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MAD ARCHITECTS
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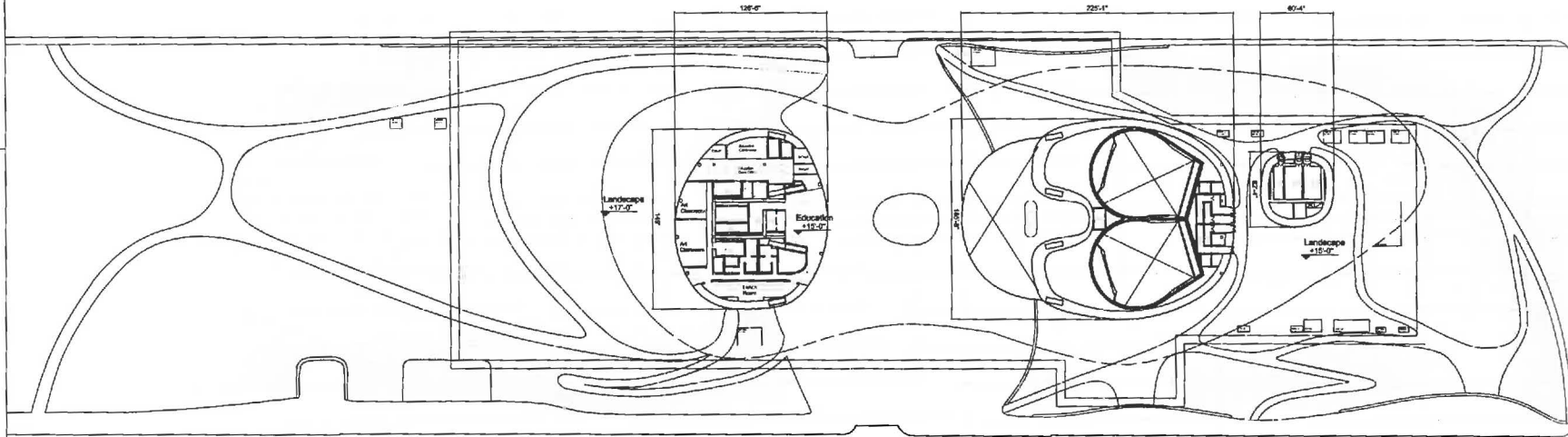
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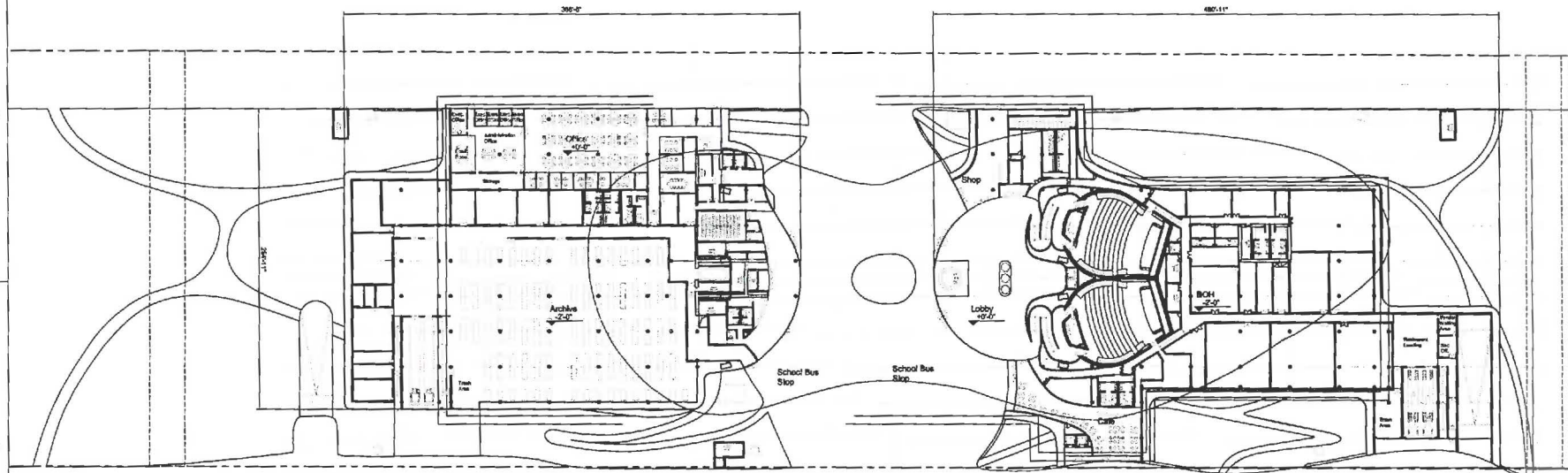
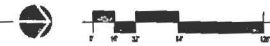
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415-882-9500

DESIGN ARCHITECT
MAD ARCHITECTS
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+86 10 64028632



2 LEVEL 2 FLOOR PLAN
1/32" = 1'-0"



1 LEVEL 1 FLOOR PLAN
1/32" = 1'-0"



Marking Architecture Inc.
LA, Los Angeles

DATE	DESCRIPTION	BY	CHKD
11/11/10	ISSUED FOR PERMIT	MM	MM
11/11/10	ISSUED FOR CONSTRUCTION	MM	MM

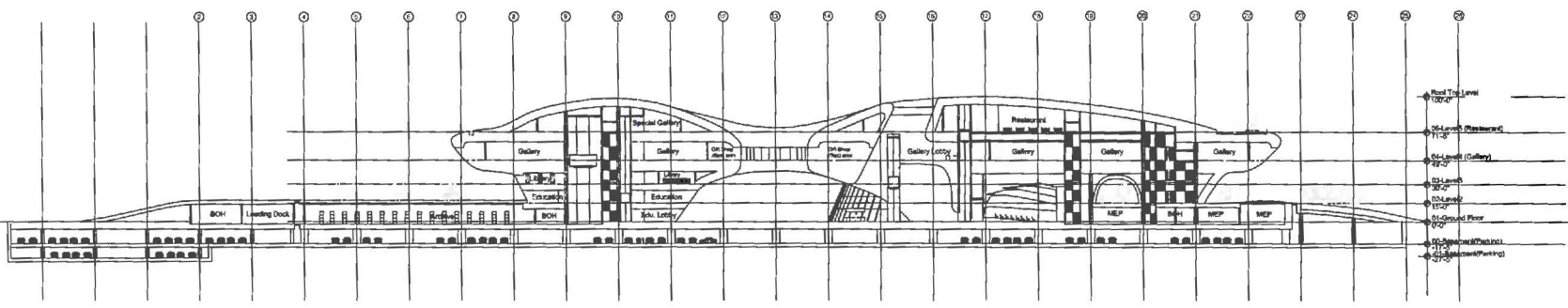
**PRELIMINARY
NOT FOR
CONSTRUCTION**

Not to permit, pricing or other construction.
No approval to enter into construction contract
and to proceed without a contract.

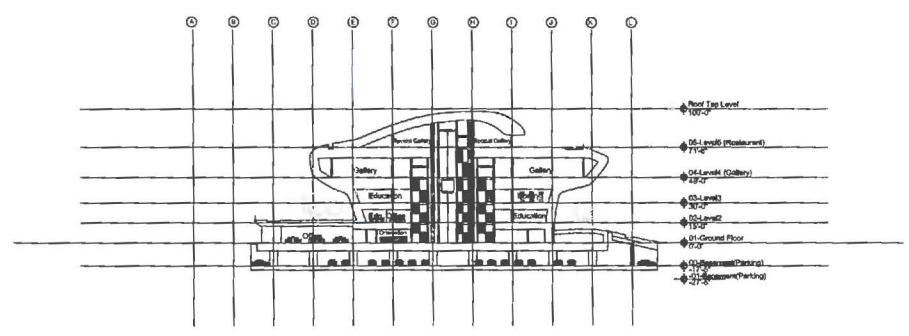
Key Plan:

LUCAS MUSEUM OF
NARRATIVE ART
Specialist Firm
Los Angeles, California

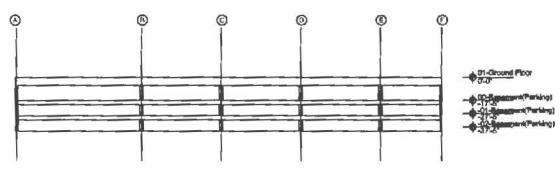
MUSEUM FLOOR PLANS
Project No 222791802
Scale
Drawing No



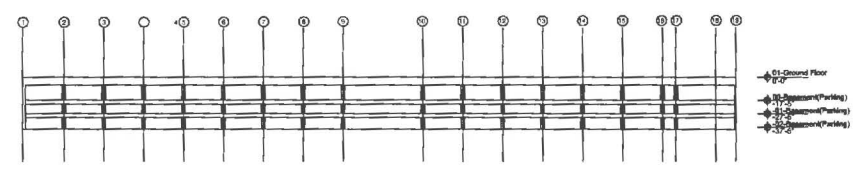
3 MUSEUM LONGITUDINAL SECTION
1/8" = 1'-0"



2 MUSEUM CROSS SECTION
1/8" = 1'-0"



4 SOUTH GARAGE LONGITUDINAL SECTION
1/8" = 1'-0"



1 SOUTH GARAGE CROSS SECTION
1/8" = 1'-0"

Project Name: _____
Client Name: _____

NO.	REVISION	DATE	BY	CHKD

**PRELIMINARY
NOT FOR
CONSTRUCTION**

No permits, zoning or other official approval. This document is not to be construed as a contract and is for general information or comment only.

Key Plan: _____

LUCAS MUSEUM OF
NARRATIVE ART
Foothill Park
Los Angeles, California

BUILDING SECTIONS
Project No. 22201502
Scale
Drawing No.





Figure 1
Aerial Photograph of Modified Project Site

5037

27
SHEET

P. A.
941 - 30

TRA
34

REVISED
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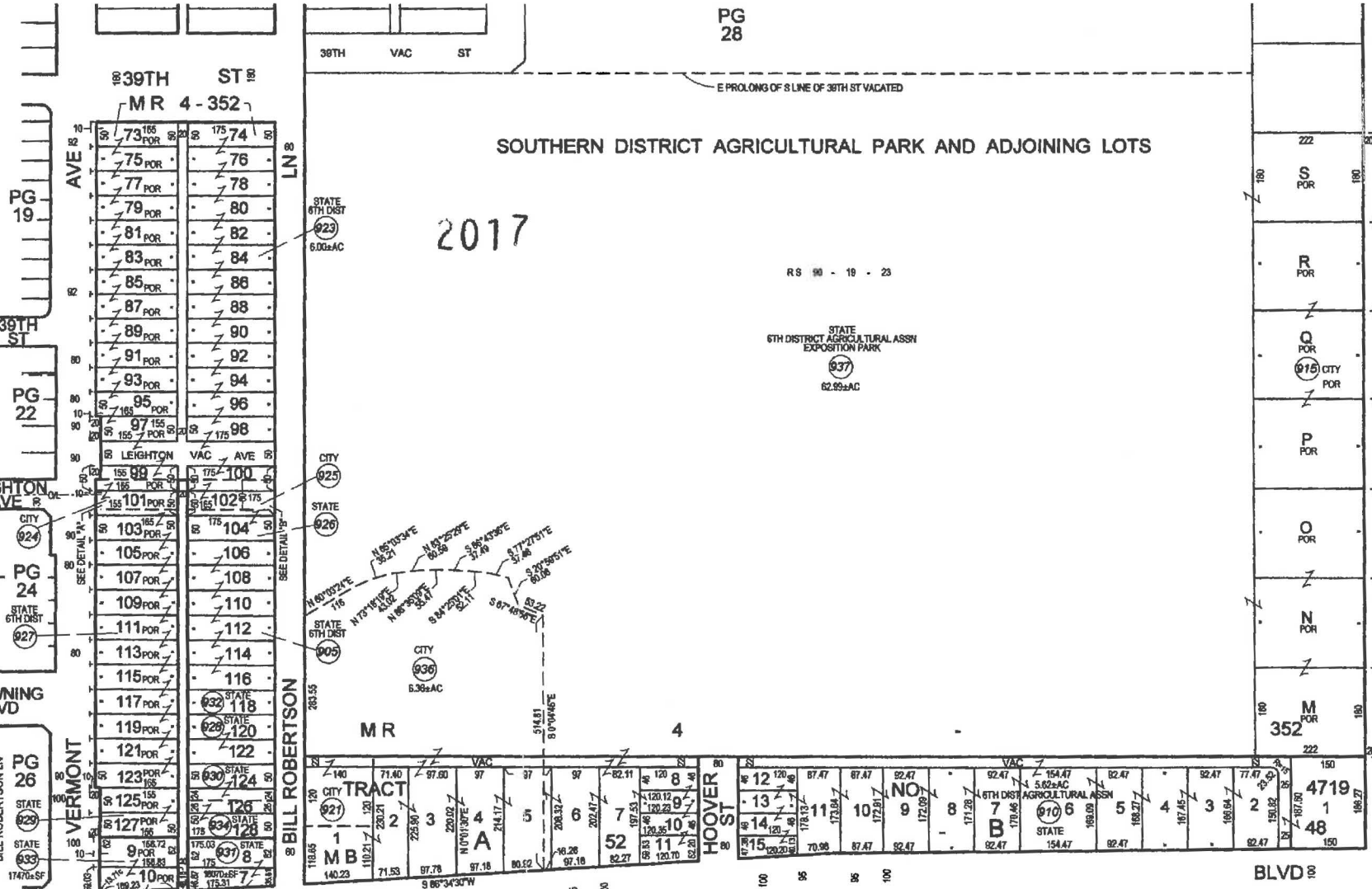
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2009121802-22,25

2015021202-25
20160419-25

SEARCH NO

OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002

Exhibit B-2



2017

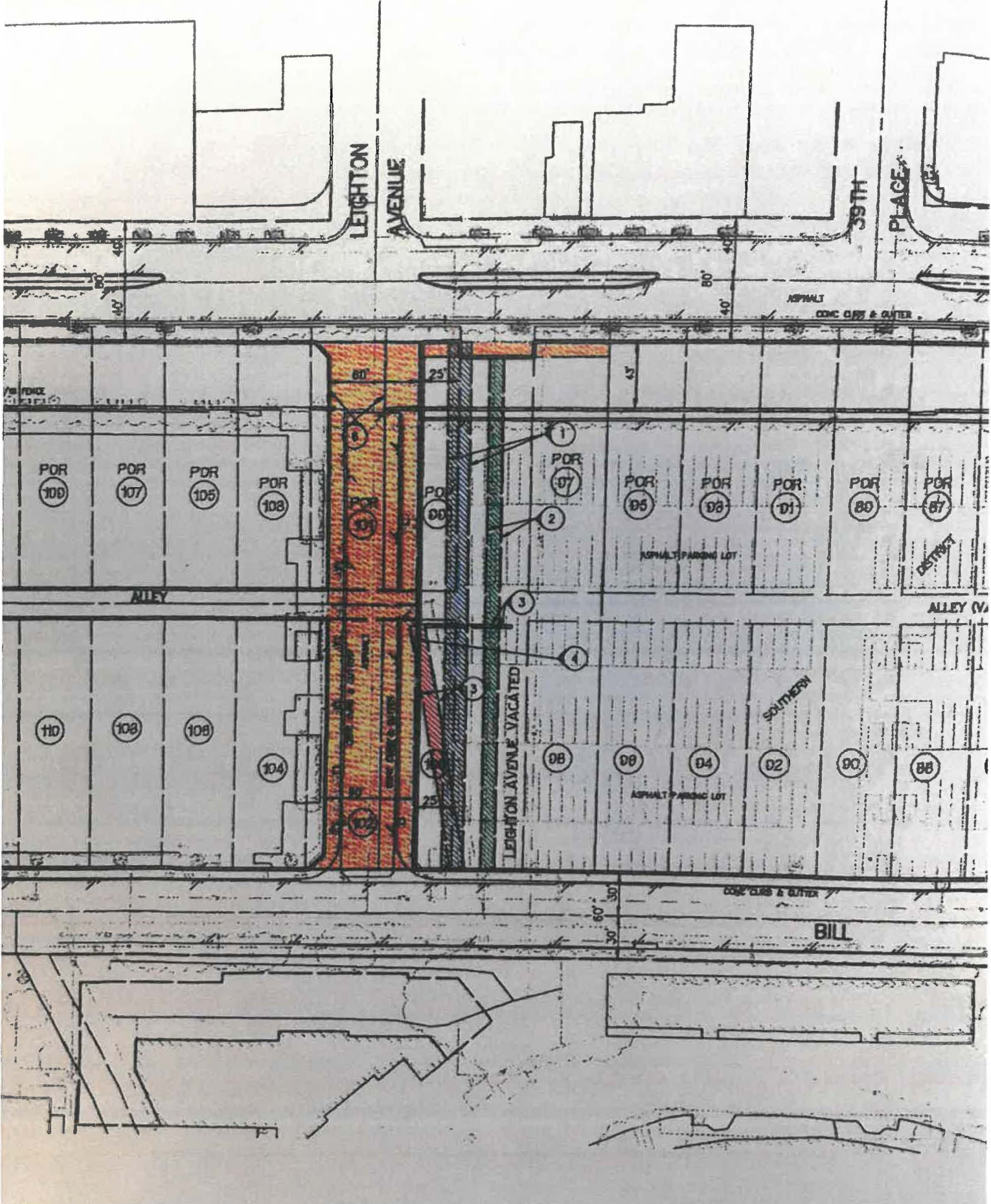
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VERMONT AVE
DETAIL "A"
NO SCALE

PROL. OF LEIGHTON AVE
BILL ROBERTSON LN
DETAIL "B"
NO SCALE

TRACT NO 2411
MB 26 - 77 - 79
MARTIN LUTHER KING JR

BK
5019

Exhibit B-2
Revision
Parcel Map of Project Site - Lots 101 and 102



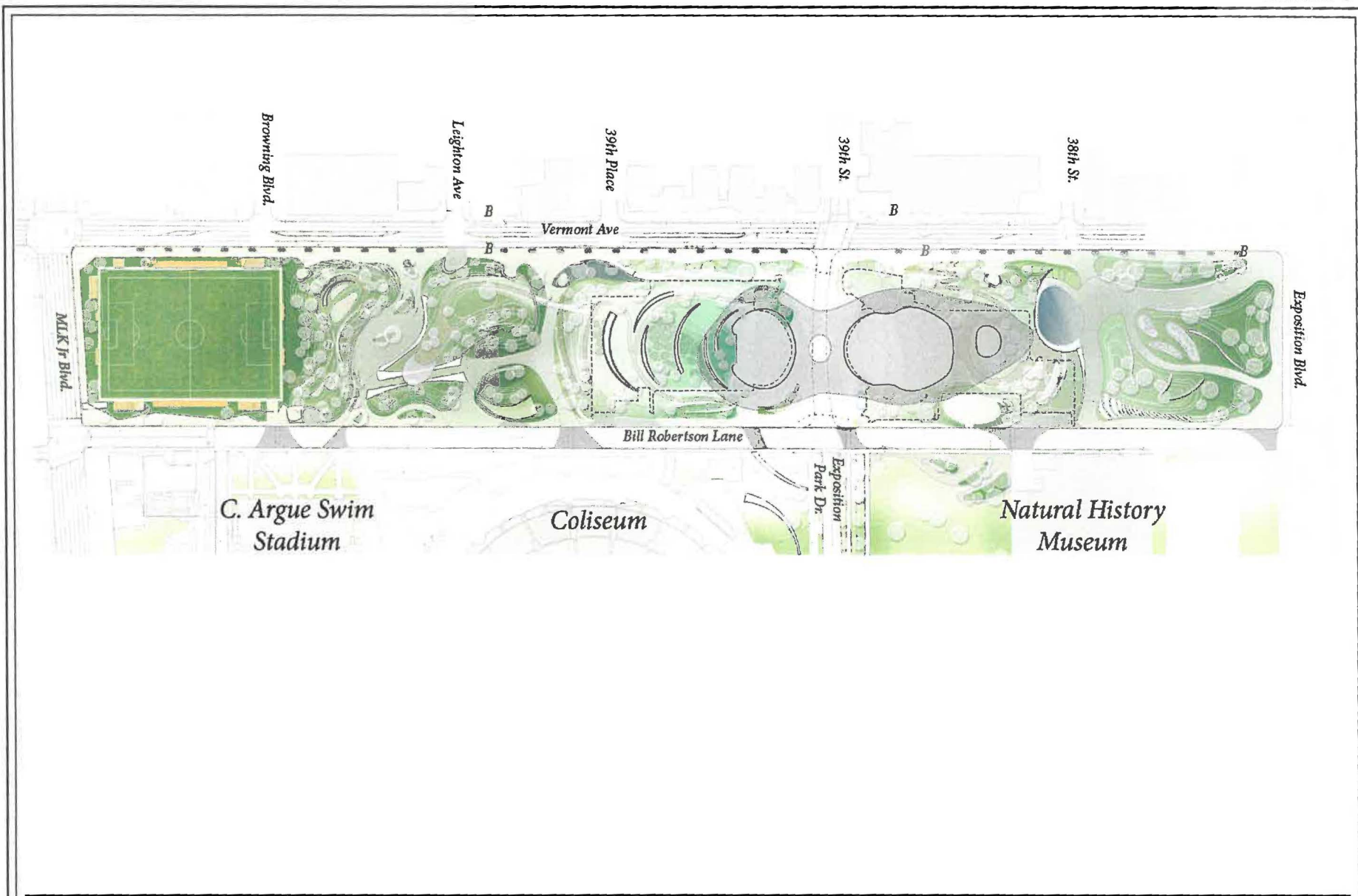


Figure 5
Conceptual Landscape Plan

