

RECORDING REQUESTED BY AND MAIL TO  
State of California - Resources Agency  
NAME Department of Fish and Game  
STREET WILDLIFE CONSERVATION BOARD  
CITY Resources Building  
1416 - 9th Street  
Sacramento, California 95814

This is to certify that this document is presented for  
re by the State of California under Government  
C. Section 6103 and is necessary to complete the  
cha. of title of the State to property acquired by  
the State of California.

By *W. John Schmidt*

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SUBLEASE AND OPERATING AGREEMENT  
FOR  
SEPULVEDA BASIN WILDLIFE AREA

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This Lease and Operating Agreement is made and entered  
into as of the 17th day of September, 1985, between the CITY OF  
LOS ANGELES, hereinafter called the "Operator" and the STATE OF  
CALIFORNIA, acting through the Department of Fish and Game,  
hereinafter called "State". Operator and State hereby agree  
as follows:

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. 9 A.M. JUN 11 1986  
PAST.

I. RECITALS

1. Operator has under its control certain lands within the  
Sepulveda Flood Control Basin in Los Angeles County,  
designated in the Sepulveda Basin Master Plan (March 1981)  
as a wildlife management area.
2. Operator and State desire to use said lands for the devel-  
opment of a wetlands system to enhance habitat for wild-  
life and increase interpretive and recreational  
opportunities on a cooperative basis, said activity herein  
referred to as the "Project".
3. The sublease of Operator's land to State for purposes of  
the Project and the construction, operation and mainten-  
ance of the Project for the term hereof is in accordance  
with the authorization of State's Wildlife Conservation  
Board on September 17, 1985, and Operator's Resolution  
No. 85-0144.

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5 II. GENERAL TERMS AND CONDITIONS

- 6 1. PROJECT NAME: The name of this Project is the Sepulveda  
7 Basin Wildlife Area. This name shall be used in all docu-  
8 ments, signs, publications, brochures, general literature  
9 or news releases, and Operator shall not rename the  
10 Project or change any subject signs without the approval  
11 of the State and the Corps and then only for reasons of  
12 changed conditions or overriding public or historic  
13 importance.
- 14 2. AGREEMENT: This agreement incorporates by reference  
15 Exhibit A, Standard Terms and Conditions; Exhibit B,  
16 Sepulveda Basin Wildlife Area Development Proposal  
17 (Project); Exhibit C, Sepulveda Basin Wildlife Area Legal  
18 Description; and Exhibit D, Department of the Army Lease  
19 Number DACWO9-1-67-11, for public park and recreation  
20 purposes.
- 21 3. PROJECT FINANCING: State will pay Operator for the  
22 development of the Project in accordance with that Standard  
23 Agreement WC-117F.
- 24 4. SUBLEASE OF PROJECT LAND: Operator will, for the term of  
25 this agreement, grant and convey to the State for the purposes  
26 of the Project, certain rights and interests in the land  
27 described in Exhibit C, and as more particularly provided in  
28 Exhibit A of this agreement.


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- 1 5. MASTER LEASE: This sublease and operating agreement is
- 2 granted subject to all of the terms and conditions of
- 3 Exhibit D, the master recreation lease between the
- 4 Department of the Army and Operator.
- 5 6. NOTICES: Notices required between the Operator and State
- 6 will be deemed to have been given when mailed to the
- 7 respective addresses below, first class postage fully
- 8 prepaid thereon:
- 9 To Operator: City of Los Angeles
- 10 City Hall
- 10 Los Angeles, CA 90012
- 11 To State: Department of Fish and Game
- 12 1416 Ninth Street
- 12 Sacramento, CA 95814

13 CITY OF LOS ANGELES STATE OF CALIFORNIA  
 14 Dept. of Fish and Game

15 By *Dem Bradley* By *W John Schmidt*

16 Date Signed FEB 5 1986 Date Signed 3/12/86

17  *W John Schmidt*  
*5/27/86*

State of California )  
 County of Sacramento) ss.

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On this 26th day of May, in the year 1986, before me, Tracey Moreno, Notary Public, personally appeared W. John Schmidt, personally know to me to be the person who executed the within instrument on behalf of the Department therein named and acknowledged to me that the department executed it.

Witness my hand and official seal.

*Tracey Moreno*  
 Tracey Moreno



26 *JKH* 1986  
 JAMES K. HAHN, City Attorney

27 By *[Signature]*

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MAR 25 1986  
 BY *[Signature]*

Chief Counsel

PROJECT: Sepulveda Basin Wild-  
life Area

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO  
SUBLEASE AND OPERATING AGREEMENT

I. SUBLEASE

1. LEASED PREMISES: Operator hereby leases to State and State hires from Operator those certain lands described in Exhibit C hereof for the purpose of the construction, operation and maintenance of the Project.
2. RENT: The sole consideration of this sublease shall be the wildlife habitat benefits and associated public use resulting from the Project.
3. PURPOSE AND USE: The leased premises and every part thereof shall be used only for wildlife habitat development and recreation activities not incompatible thereto. The Operator shall prepare a public recreational use plan, agreeable to the State and the Corps, which will minimize disturbance to wildlife species utilizing the Project. Subject to Paragraph 9 hereof, Operator may use the premises for temporary or special purposes through agreement with others. The premises and project facilities shall be available without charge and there shall be no restrictions to public ingress or egress at any time except when necessary for maintenance, repairs, public safety, security, minimizing disturbance to wildlife or for

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1 protection of the structure or facilities. Operator shall  
2 notify State within 48 hours of making such closures.

3 4. TERM: The term of this agreement is twenty-five (25) years,  
4 commencing with the date hereof. This agreement may be  
5 extended or amended upon mutual agreement of the parties  
6 hereto, or terminated as hereinafter provided.

7 5. TITLE ASSURANCES: Operator shall retain rights in all land  
8 within the Project area, subject to this Agreement and  
9 subject to the Master Lease, Exhibit D, and shall not sell,  
10 exchange, transfer, mortgage, or convey in any manner all  
11 or any portion of the real property described in Paragraph  
12 1, or any land required for access thereto, without advance  
13 written approval of State. Operator warrants that, except  
14 as imposed by the Master Lease, Exhibit D, there shall be  
15 no encumbrance, lien, easement, license, title, cloud or  
16 other interest which may interfere with the Project or use  
17 thereof by the public.

18 II. CONSTRUCTION OF PROJECT

19 6. CONSTRUCTION OF PROJECT: State, by separate agreement,  
20 will construct, or cause to be constructed, the Project  
21 which is the object of this Agreement.

22 III. MAINTENANCE AND OPERATION

23 7. MAINTENANCE: Upon satisfactory completion of the Project  
24 construction, Operator shall provide all normal Project  
25 maintenance and operation for an in accordance with the  
26 purposes expressed and, except for occurrences beyond the  
27

1 control of the Operator, or "acts of God," shall make all  
2 reasonable and necessary repairs, replace broken, damaged or  
3 worn structural components or fixtures so as to keep the  
4 structures and facilities in a safe useable condition, and  
5 perform housekeeping operations as required so as to keep  
6 the premises and improvements clean, attractive, and free  
7 of accumulations of litter, garbage, or debris. Equipment  
8 and materials not needed for daily operations of Operator  
9 shall not be stored or stockpiled on the premises. Prior to  
10 completion of project development, the Operator will review  
11 procedures for maintenance of wildlife habitat with the  
12 State and the Corps.

13 8. ADDITIONAL IMPROVEMENTS: Upon completion of the Project  
14 construction, State shall not be obligated to make or cause  
15 to make or cause to be made any further alterations, im-  
16 provements or repairs to any structures or facilities with-  
17 in the Project area. However, Operator may at its own cost  
18 place or construct on the premises any structures, altera-  
19 tions or improvements in addition to those set forth and  
20 described herein as the Project, provided that they:

- 21 (a) are constructed to further enhance wildlife habitat  
22 values of the Project;
- 23 (b) are constructed, maintained and operated for the use,  
24 enjoyment, service and protection of the public;
- 25 (c) do not directly or indirectly reduce, restrict or  
26 interfere with the primary purposes of the Project;

1 (d) have the prior written approval of the State and the  
2 Corps.

- 3 9. CONCESSIONS: Operator may enter into agreements with  
4 others to provide services, conveniences or facilities to  
5 complement the Project improvements provided that:  
6 (a) the purpose of any such agreement is consistent with  
7 the purposes and uses described herein;  
8 (b) any revenues received by Operator from such concession  
9 agreements be deposited in a special account identified  
10 with the Project and be used solely for operation and  
11 maintenance of Project;  
12 (c) Operator maintains adequate records of revenues and  
13 expenditures relating to any such concession agreements  
14 and make them available for audit when requested by  
15 State; and  
16 (d) such agreements be approved by State and the Corps  
17 prior to award.

18 IV. GENERAL PROVISIONS

- 19 10. ASSIGNMENT: Operator shall not assign this agreement in  
20 whole or in part, nor delegate any of its rights, duties  
21 or interests herein without the advance written approval  
22 of State and the Corps.  
23 11. LIABILITY: Operator hereby waives all claims and recourse  
24 against State including the right to contributions for any  
25 loss or damage arising from, growing out of, or in any way  
26 connected with or incident to this agreement or the Project  
27 except claims arising from the concurrent or sole negli-

1           gence of State, its officers, agents and employees.

2           Further, Operator shall indemnify, hold harmless, and  
3           defend State, its officers, agents and employees against  
4           any and all claims, demands, damages, costs, expenses or  
5           liability arising out of the design, construction, opera-  
6           tion, maintenance, existence or failure of the Project. If  
7           State is named as co-defendant pursuant to Government Code  
8           Sections 895 et seq., Operator shall notify State and  
9           represent it, unless State elects to represent itself, in  
10          which case State shall bear its own litigation costs, ex-  
11          penses and attorney's fees.

12   12. INDEPENDENT CONTRACTOR: Operator and any of its officers,  
13          agents and employees shall, in the performance of this  
14          agreement, act in an independent capacity and not as  
15          officers, agents or employees of State.

16   13. NON-DISCRIMINATION: Operator hereby certifies that in  
17          the performance of its responsibilities and duties under  
18          this agreement and in the administration of any concession  
19          agreement for services or accommodations, it will comply  
20          with all State and federal non-discrimination laws, and the  
21          area will be open and accessible for the use and enjoyment  
22          of the general public on equal and reasonable terms. Any  
23          contracts for construction of the Project facilities  
24          shall contain a clause that there shall be no discrimi-  
25          nation against any employee who is employed in the work  
26          covered by such contracts or against any applicant for such  
27          employment because of race, creed, religion, color, age,

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1 national origin, sex or physical handicap.

2 14. BREACH: In the event Operator breaches any of the terms  
3 and conditions of this agreement, State may, upon written  
4 notice to Operator of such breach, require Operator to  
5 commence in good faith to remedy the breach within ninety  
6 (90) days of the notice, or a reasonable extension of this  
7 period in case of an emergency situation which is beyond  
8 the control of Operator. If Operator fails to remedy the  
9 breach in the time allowed, State may at its option ter-  
10minate the agreement by giving notice as hereinafter  
11provided, or correct any deficiency or cause of breach  
12and charge Operator all costs in connection therewith,  
13including administrative costs. In the event State elects  
14to terminate the agreement, it may at its option (1) retain  
15the rights granted under paragraph 1 hereof for the full  
16term of this agreement and operate the Project itself or  
17with other agencies to permit State's investment to be fully  
18amortized, or (2) require Operator to remit all funds  
19contributed by State for the development of this project,  
20with the amount prorated to the remaining term of this  
21agreement.

22 15. WAIVER OF RIGHTS: It is the intention of the parties to  
23 this agreement that from time to time either party may  
24 waive certain of its rights under the agreement. Any such  
25 waiver by the parties hereto of their rights with respect  
26 to default or any other matter arising in connection with  
27 this agreement shall not be deemed to be a waiver

1 with respect to any other default or matter.

2 16. REMEDIES NOT EXCLUSIVE: The use by either State or Operator  
3 of any remedy specified in the Agreement for the enforce-  
4 ment of the Agreement is not exclusive and shall not  
5 deprive the party using such remedy, or limit the appli-  
6 cation of any other remedy provided by law.

7 17. SUCCESSORS AND ASSIGNS: This agreement and all its pro-  
8 visions shall apply to and bind the successors and assigns  
9 of the parties hereto, except that nothing in this agree-  
10 ment shall be construed as obligating the United States  
11 Government in any way.

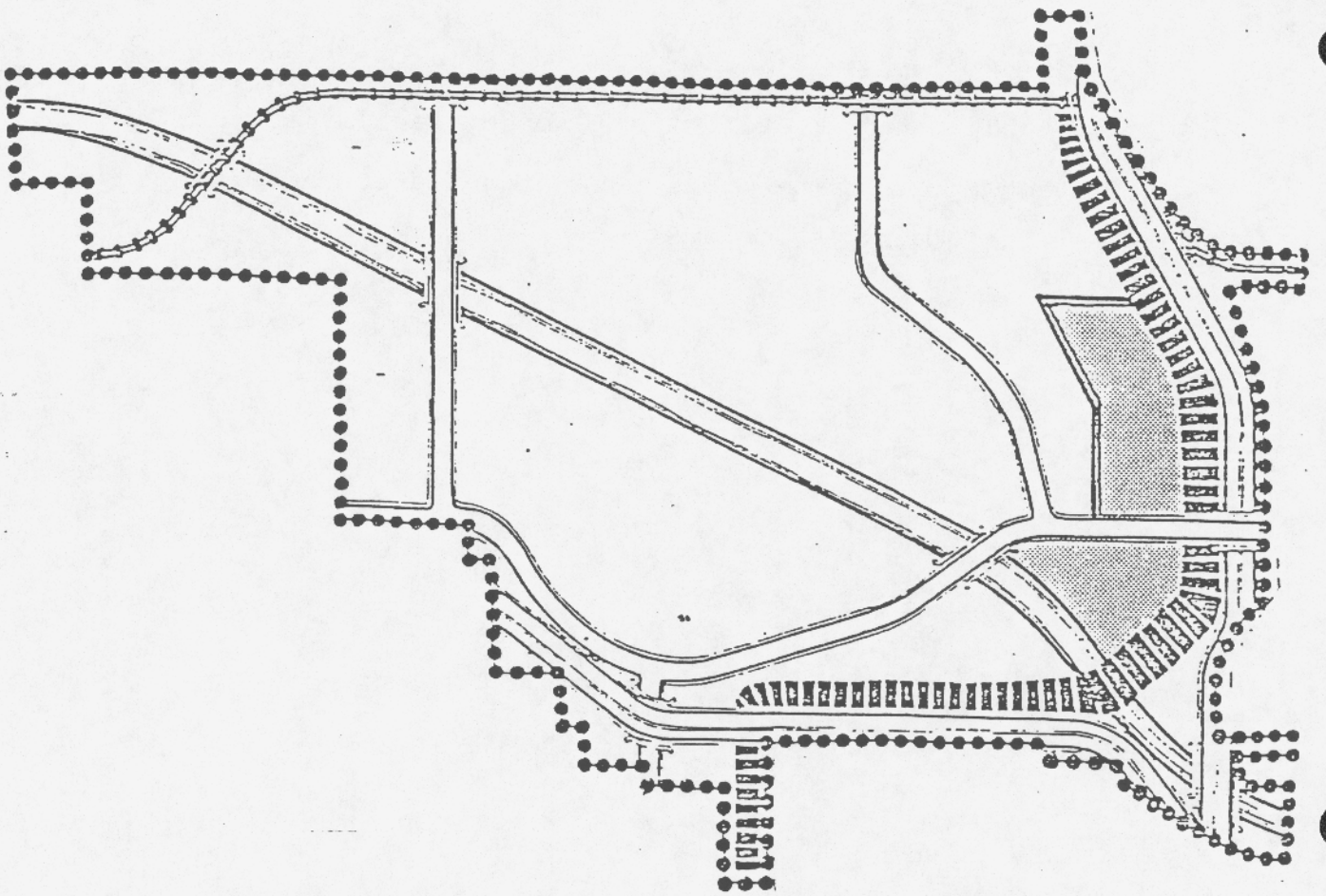
12 18. OPINIONS AND DETERMINATIONS: Where the terms of the Agree-  
13 ment provide for action to be based upon the opinion,  
14 judgment, approval, review or determination of either  
15 State or Operator, such terms are not intended to be and  
16 shall never be construed as permitting such opinion, judge-  
17 ment, approval, review or determination to be arbitrary,  
18 capricious or unreasonable.

19 19. PROJECT SIGNS: A Project sign will be provided as a part  
20 of the Project improvements, installed within the Project  
21 area, and maintained by Operator showing the name of the  
22 Project, the Operator and the State agency or agencies  
23 involved. The location and makeup of the Project sign,  
24 including dimensions, materials and lettering shall be as  
25 mutually agreed upon by Operator and State and the Corps.  
26 Directional signs shall also be installed and maintained  
27 by Operator as required on or off the site to direct the  
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public to the Project or Project facilities, or for safe  
and appropriate public use of the area and Project  
facilities.





# Sepulveda Basin Wetlands Development Proposal

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EXHIBIT B

SEPULVEDA  
WILDLIFE RESERVE

GRASSLAND

NORTH  
POND

ISLAND

DAK  
WOODLAND

ENTRANCE  
TO RESERVE

OVERLOOK

BURBANK BLVD.

OPEN

CSS

POTHOLE  
POND

HASKELL  
CHANNEL

ISLAND

OPEN

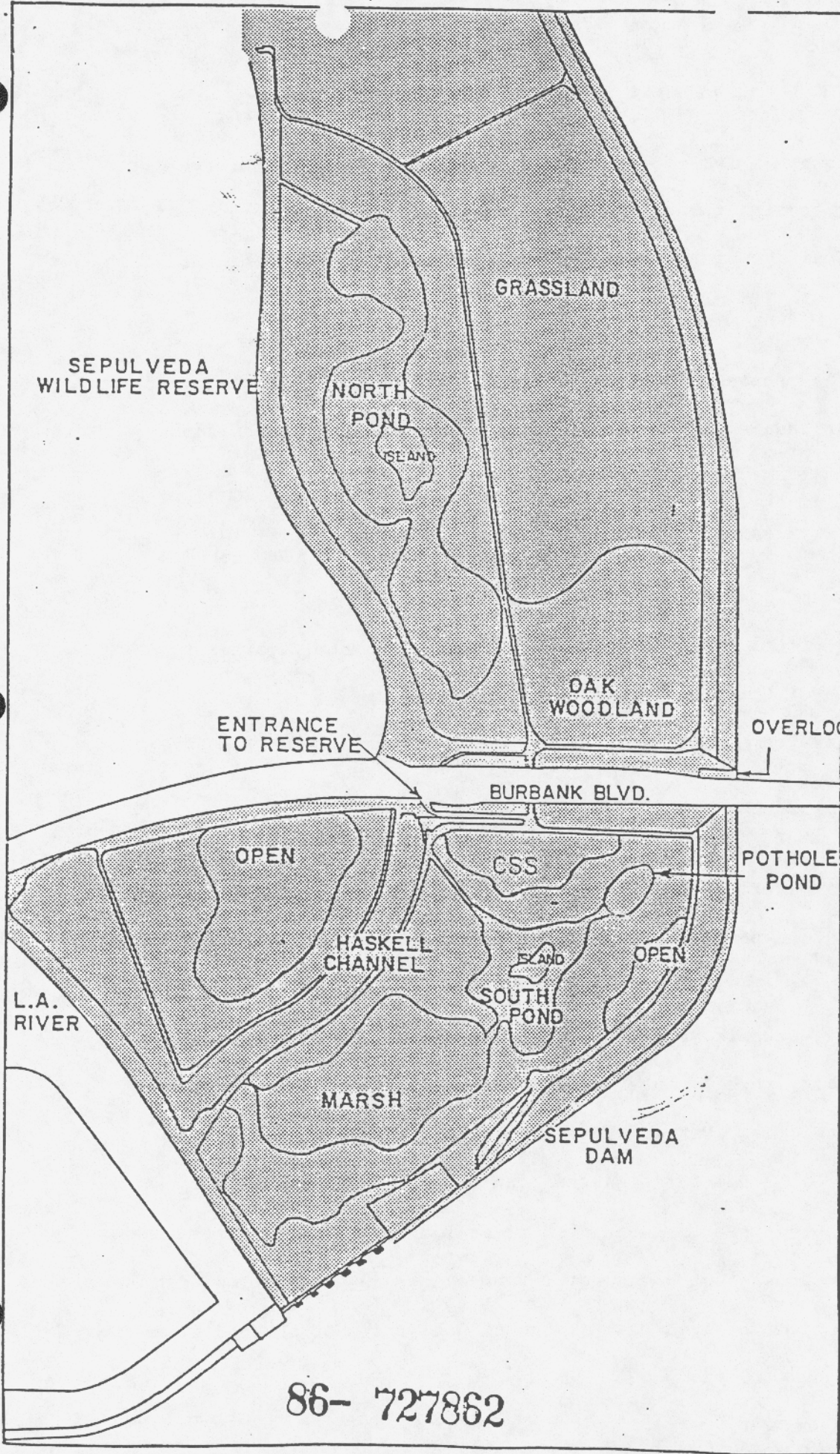
L.A.  
RIVER

SOUTH  
POND

MARSH

SEPULVEDA  
DAM

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## WETLANDS DEVELOPMENT PROPOSAL FOR SEPULVEDA BASIN

1.0 Project Purpose. This proposal describes the development of a wetlands system to enhance habitat for wildlife and increase interpretive and recreation opportunities within the eastern portion of the Sepulveda Flood Control Basin.

2.0 Location. The proposed site for wetlands development is located in the eastern portion of the Sepulveda Flood Control Basin in Los Angeles County, California.

3.0 Background.

1. Wetlands funding bill
2. Interest by City of Los Angeles Parks and Recreation Department
3. Input from California Department of Fish and Game
4. Compliance with Master Plan

4.0 Project Description.

4.1 Existing Site Description. The proposed site for project development is located in the eastern portion of the basin north of Burbank Boulevard, south of the water reclamation facility, east of Woodley Avenue and west of the San Diego Freeway. The site is separated from open fields that are currently being used for agriculture by an existing earthen drainage channel running from north to south. The area to the east of the drainage channel is designated in the Sepulveda Basin Master Plan (March 1981) as a wildlife management area as is the area south of Burbank Boulevard. A depressed area which has been previously excavated for borrow exists in the portion east of the drainage channel. The area west of the channel and east of Woodley Avenue

is a gently sloping field currently being used for raising corn. This area and the area west of Woodley Avenue is designated in the master plan as Recreation-Low Intensity Use. The entire project site lies within the 50-year flood plain (elevation 702) and is, therefore, subject to occasional flooding.

Vegetation along the drainage channel and in the wildlife management area east of the channel consists of native and ruderal species including mulefat, horseweed, cocklebur and annual grasses and forbs. The area west of the channel is primarily agricultural, considered an interim land use within the flood control basin.

The basin is considered an important area for wildlife, particularly for migrating birds. Wildlife currently using the basin consists primarily of numerous small mammals, reptiles and birds. Nearly 200 species of birds have been sighted within the basin including golden eagles, prairie falcons, black shouldered kites and the Federally listed endangered peregrine falcon. The basin also serves as a stopover for thousands of migrating Canadian geese.

4.2 Project Description. Natural wetlands are considered to be the rarest and most important habitats for wildlife in the Los Angeles area. Wetlands development including increased establishment of native vegetation in the basin will help to improve and enhance wildlife habitat. An open body of water is essential as a resting area for migratory waterfowl.

Proposed for wetlands development is the establishment of a 11 acre lake within the wildlife management area east of the drainage channel. It is intended that the lake be supplied with tertiary treated water from the reclamation plant to the north. The water for the lake will be supplied by

gravity flow through underground pipes. This system provides for flows to be regulated to control the water surface level and to help control water quality. The quality of incoming water from the reclamation plant will be suitable for body contact though none is intended. A constant supply of water available from the reclamation plant will help maintain good water quality by flushing water through the system thus creating a constant turnover. Weirs designed to impound water in the lake will be designed to permit drawdown or drainage of the lake, if necessary, for cleaning or debris and silt removal. The outflow from the lake will be into the existing drainage channel to the west. By separating the lake from direct inflow from the drainage channel, silt and debris buildup will be reduced, thus reducing maintenance requirements. The edges of the lake will be designed so that at least two-thirds of the perimeter will be constructed with a steep slope (approximately 2:1) into the water. This will help prevent shallow mudflats and thus reduce the likelihood of botulism occurring. Visual and odor problems due to algae growth and decay will also be reduced by this edge treatment and by the water turnover system which will help prevent stagnant water from occurring. According to the master plan, soils in the basin are of low erosion potential and with adequate compaction can be used as an effective liner for the lake.

The 11 acre lake will be for wildlife purposes only. Construction will require some additional excavation in the existing depressed area and reshaping of the edges to a steeper slope. Several wildlife observation overlook blinds will be provided adjacent to the lake.



The area will be enhanced by planting locally occurring native riparian tree species, plus native coast sage scrub on slopes not influence by water. An oak woodland planting will be provided in the area southeast of the lake and just north of Burbank Boulevard to provide habitat for the 200 species of birds which have been sighted within the basin. Parking for approximately 470 cars is provided by an existing parking lot directly north of the lake. The parking area will be connected to the lake and wildlife blinds by way of an access road/bike trail. The fact that the lake will be located near existing agricultural areas which will act as a buffer between the lake and Woodley Avenue is an added benefit for wildlife since agriculture helps provide food and shelter.

Construction of the lake will be accomplished in a manner that will not diminish the reservoir flood capacity. The conceptual design requires approximately 93,070 cubic yards of cut will have to be removed from the basin. The overall design of the proposed lake development is compatible with the present character of the basin, the master plan and the flood management function and will do a great deal to provide and improve wildlife habitat in the basin.

In the area south of Burbank Boulevard in which the Corps has been developing since 1979, a 3 acre pond and 7 acre marsh were excavated in the fall of 1984. Revegetation of the entire area will be completed during this period as well.

Wildlife blinds that would provide views into the wildlife reserve could also be placed along the existing service road that surrounds the area. A weir/diversion structure similar to the one for the proposal above Burbank Boulevard will be needed to divert water to the pond and marsh area.

SEPULVEDA BASIN WETLANDS DEVELOPMENT  
Wildlife area above Burbank Boulevard:

<u>ITEM</u>	<u>COST</u>
1. Excavation and regrading of existing lake	\$248,202
2. Water pipe w/trenching 2410' of 30" Pipe	96,180
3. Pipe Outlet	2,140
4. Spillway (weir)	16,902
5. Wildlife blinds	10,913
6. Access road/trail	23,429
7. Native riparian trees & coast sage scrub	<u>82,034</u>
TOTAL	<u><u>479,800</u></u>

The area will be enhanced by planting locally occurring native riparian tree species, plus native coast sage scrub on slopes not influence by water. An oak woodland planting will be provided in the area southeast of the lake and just north of Burbank Boulevard to provide habitat for the 200 species of birds which have been sighted within the basin. Parking for approximately 470 cars is provided by an existing parking lot directly north of the lake. The parking area will be connected to the lake and wildlife blinds by way of an access road/bike trail. The fact that the lake will be located near existing agricultural areas which will act as a buffer between the lake and Woodley Avenue is an added benefit for wildlife since agriculture helps provide food and shelter.

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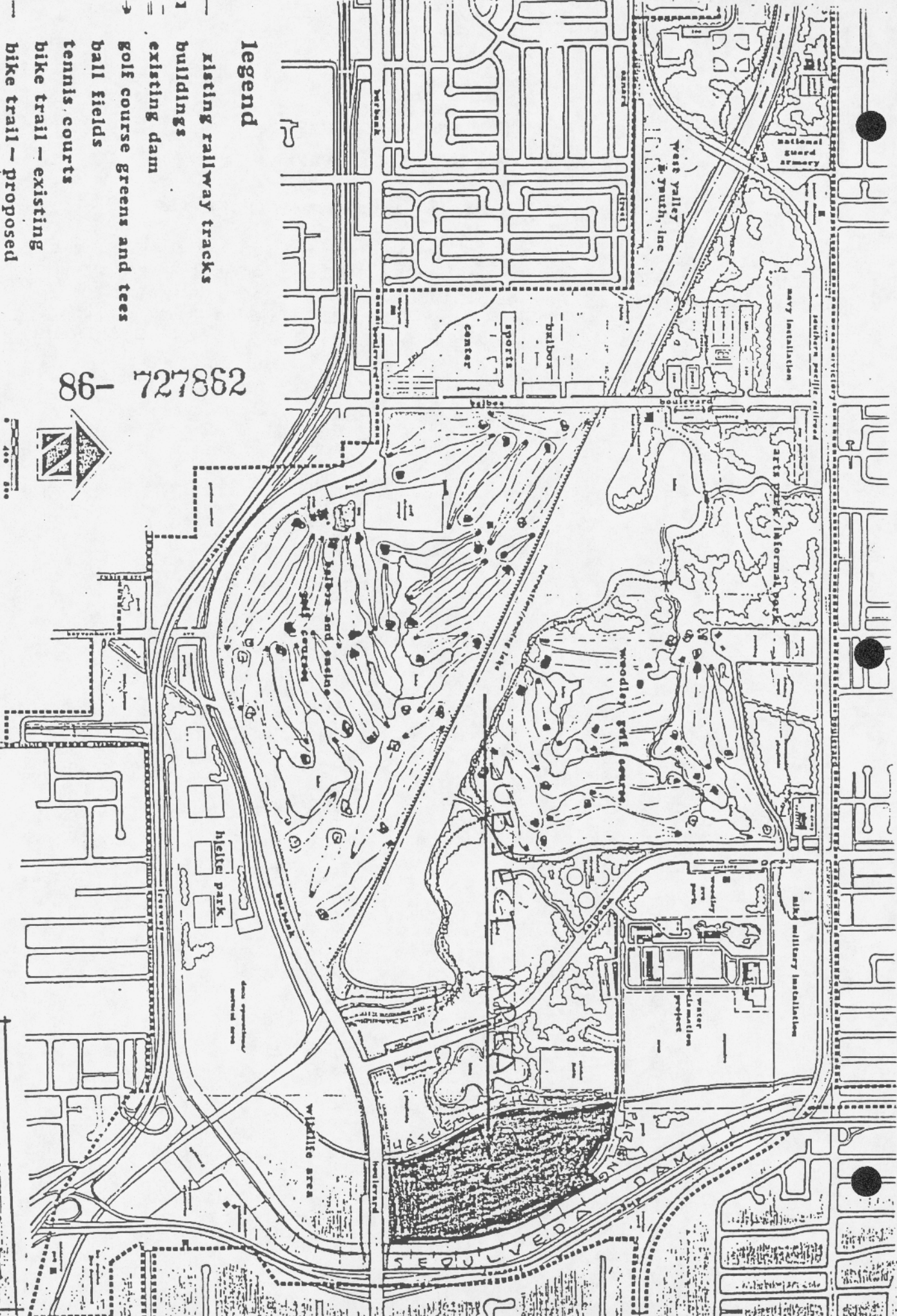
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TOTAL	<u><u>479,800</u></u>

EXHIBIT C

LEASE AND OPERATING AGREEMENT  
SEPULVEDA BASIN WILDLIFE AREA

LEGAL DESCRIPTION FOR SEPULVEDA BASIN WILDLIFE AREA

That portion of the Sepulveda Basin bounded on the south by the northerly line of Burbank Boulevard, on the west by the easterly line of Haskell Channel, on the north by the southerly line of the existing Woodley Avenue Park parking lots, and on the east by the westerly line of the Sepulveda Dam structure.



**Legend**

- existing railway tracks
- 1 buildings
- existing dam
- Golf course greens and tees
- ball fields
- tennis courts
- bike trail - existing
- bike trail - proposed
- standard project flood
- elevation 713.5 feet

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**SEPULVEDA BASIN MASTER PLAN**

EXHIBIT C-PLAT  
 SEPULVEDA BASIN W.A.  
 LEGAL DESCRIPTION  
 PLANNING RESEARCH CORP.  
 /SASAKI ASSC  
 OCTO-

DEPARTMENT OF THE ARMY

LEASE

NO. DACW09-1-67-11

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

SEPULVEDA FLOOD CONTROL BASIN, LOS ANGELES COUNTY, CALIFORNIA PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (76 Stat. 1195; 16 U.S.C. 460d), hereby grants to the CITY OF LOS ANGELES, a municipal corporation of the State of California, herein-after called the lessee, a lease for a period of fifty ( 50 ) years commencing on the date of execution hereof, and ending on to use and occupy approximately 1,641.48 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Sepulveda Flood Control Basin Project Area, as shown in red on Exhibit A, Drawing numbered 63-K-38.2, dated 26 April 1966, attached hereto and made a part hereof, for public park and recreational purposes, and as described in Exhibit B, legal description dated 25 April 1966, File 63-K-38.2, both exhibits being attached hereto and made a part hereof. and revised 17 Nov 66,

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the said project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the property from fire, vandalism, and soil erosion, and may make and enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such rules and regulations are not inconsistent with those prescribed by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the leased property for the purposes of this lease, in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for said property and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer, in charge of the administration of the property, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including buildings, improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand for the use of the area for public park, and recreational purposes either directly or through concession agreements with third parties. All concession agreements shall expressly state that they are granted subject to all of the terms and conditions of this lease and that the concession agreement will not be effective until the terms and conditions thereof are approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of all or any part of the leased premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

5. The amount of any fees to be charged by the lessee and all rates and prices charged by the lessee or its concessionaires for accommodations, food (except packaged goods), and services furnished or sold to the public shall be subject to regulations and the prior approval of the District Engineer. The lessee shall, not less than 15 days prior to 30 April and 31 October of each year that

this lease remains in effect, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following 6 months. The lessee shall furnish justification for any proposed fee, rate or price increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the leased premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and further development of the leased premises. Any such monies not so utilized by the lessee shall be paid to the District Engineer at the expiration of each 5-year period of this lease. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer.

7. All structures shall be constructed and any work accomplished in accordance with plans approved by the District Engineer.

8. The right is hereby expressly reserved to the United States, its officers, agents, and employees, to enter upon the said land and water areas at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use of said land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States and the Los Angeles County Flood Control District shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities on the said premises, and the lessee shall hold the United States harmless from any and all such claims.

11. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least ~~thirty (30)~~ <sup>one hundred and eighty (180)</sup> days' notice in writing.

12. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of ~~thirty (30)~~ <sup>ninety (90)</sup> days after notice thereof in writing by the District Engineer.

13. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the said Government premises, remove all property of the lessee therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises and remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then said property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

14. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder.



15. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to the City of Los Angeles, Department of Recreation and Parks, Room 505, City Hall, Los Angeles, California 90012;

if to the Government, to the District Engineer, U. S. Army Engineer District, Los Angeles, Corps of Engineers, P. O. Box 2711, Los Angeles, California 90053;

or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

16. The lessee takes this lease and the leased premises subject to all existing easements, and easements subsequently granted during the period of said lease for electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other utilities located or to be located within the area covered by this lease, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

37. Before the execution of this lease, conditions were revised, deleted, and added in the following manner:

- Revised: Granting clause and Conditions Nos. 2, 10, 11, and 12.
- Deleted: Conditions Nos. 6, 7, and 13.
- Added: Conditions Nos. 17 through 37. Conditions Nos. 17 through 36 are shown on attached sheets, marked Exhibit C, attached hereto and made a part hereof.

Assurance of Compliance With The Department of Defense Directive Under Title VI of The Civil Rights Act of 1964, attached hereto and made a part hereof (Exhibit D).

IN WITNESS WHEREOF I have hereunto set my hand this 5<sup>th</sup> of November, 1966; by direction of the Assistant Secretary of the Army.

*[Signature]*  
Sherry B. Myers  
Chief, Real Property  
Division, OASA (I&L)

Approved as to Form  
Date 11-5-66  
ROGER ARNEBERGH  
City Attorney  
By *[Signature]*

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 23rd day of November, 1966.

CITY OF LOS ANGELES, a municipal corporation of the State of California, acting by and through its Board of Recreation and Park Commissioners

ATTEST:  
*[Signature]*  
Secretary  
U.S. GOVERNMENT PRINTING OFFICE: 1965-O-765-395

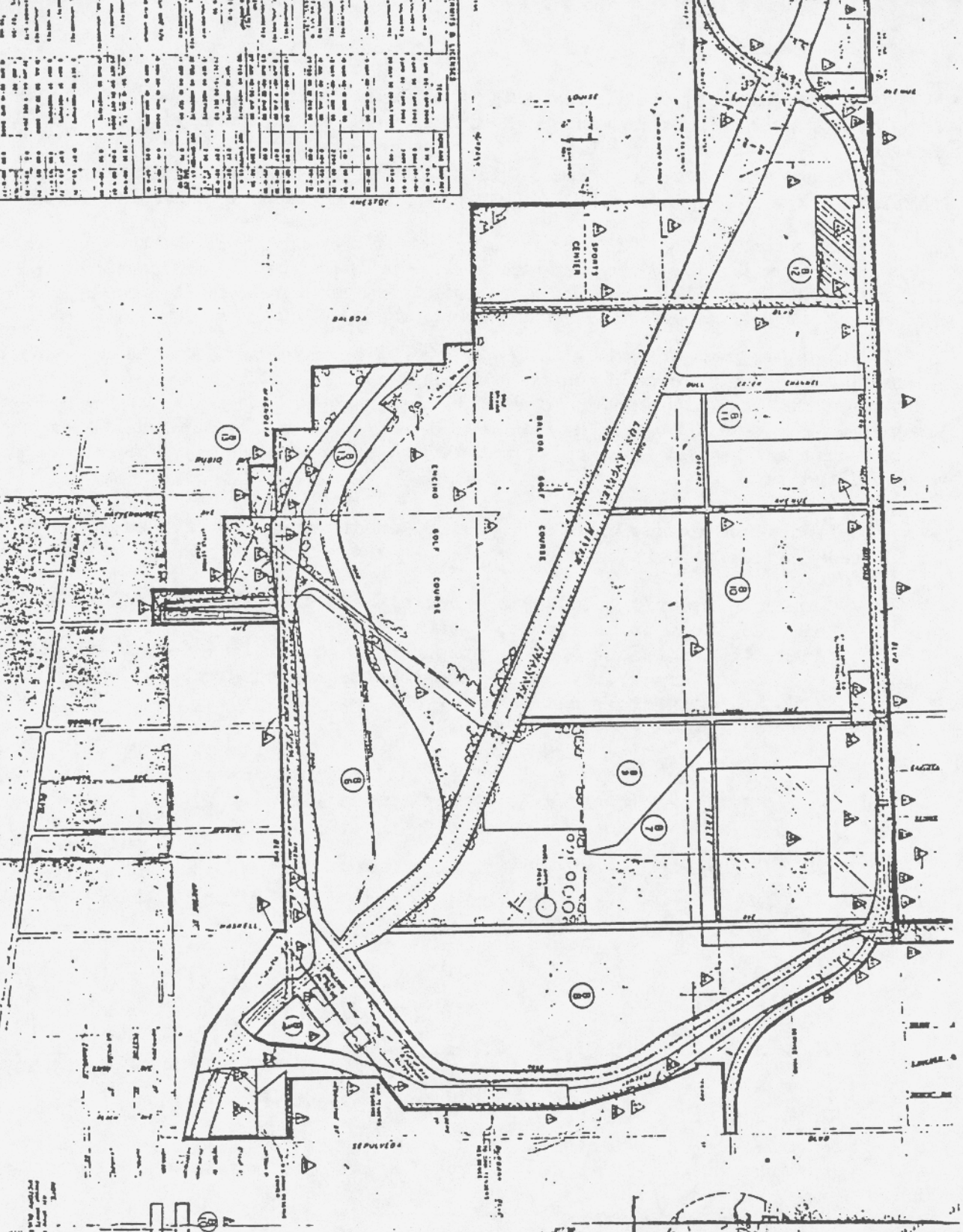
By: *[Signature]*  
Title: President

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DEPARTMENT OF THE ARMY  
ENGINEER REGIMENT, 117th AVIATION  
SOUTH PACIFIC DIVISION

REAL ESTATE  
SEPULVEDA FLOOD CONTROL  
OUTGRANT TO CITY OF LOS ANGELES  
PREPARED FOR PURPOSES



86-727862

STATE MAP

LEGEND

ACQUISITION

TOTAL ACRES ACQUIRED

DEPOSAL

LEGEND

LOCATION OF PROJECT

STATE: CALIFORNIA  
COUNTY: LOS ANGELES  
CITY: SOUTH PACIFIC  
PROJECT: LOS ANGELES  
AREA: 17TH ST  
DATE: JAN 5, 1954  
PROJECT: TRANSPORTATION FA  
ROADS: SOUTHERN PACIFIC  
STATE ROAD: 101  
ACRES: 101

TOTAL ACRES ACQUIRED

DEPOSAL

LEGEND

LOCATION OF PROJECT

Deleting areas covered by Supplemental Agreement Nos. 1, 2, & 3

DATE: 25 April 1966  
UNIT: "A-10"  
ACREAGE: 1526.80  
PROJECT: Sepulveda Flood Control Basin  
LOCATION: City of Los Angeles, California  
FILE: 63-K-38.5

86- 727862

OUTGRANT TO CITY OF LOS ANGELES FOR RECREATIONAL PURPOSES

That certain land, known as Sepulveda Flood Control Basin, situate in the City of Los Angeles, County of Los Angeles, State of California, being those portions of Rancho El Encino, Lot B, as shown on map recorded in Book 4232, pages 124 and 125 of Deeds in the office of the Recorder of said County; Tract 1000 as shown on map recorded in Book 19, pages 1 to 34, inclusive, of Maps in the office of said Recorder; Tract 1201 as shown on map recorded in Book 17, page 181 of Maps in the office of said Recorder; Tract 2955 as shown on map recorded in Book 31, pages 62 to 70, inclusive, of Maps in the office of said Recorder; Tract 5231 as shown on map recorded in Book 101, page 71 of Maps in the office of said Recorder; Tract 8511 as shown on map recorded in Book 121, pages 26 and 27 of Maps, in the office of said Recorder; and Tract 11311 as shown on map recorded in Book 204, pages 11 and 12 of Maps in the office of said Recorder, within the following described boundary, bearings being based on Los Angeles County Surveyor's specifications for cadastral mapping dated December 13, 1933, Grid B:

Beginning at a point in the Northerly line of said Rancho El Encino Lot B, distant on said line North  $89^{\circ} 41' 00''$  West, 676.96 feet from the Northeastly corner of said Lot B; thence South  $0^{\circ} 02' 25''$  West 1260.13 feet to a point in a non-tangent curve concave to the Southwest having a radius of 1485.45 feet, a radial line to said curve at said point bearing North  $31^{\circ} 46' 53''$  East; thence Southeastly along said curve through a central angle of  $28^{\circ} 08' 48''$ , an arc distance of 729.73 feet; thence tangent to said curve South  $30^{\circ} 04' 19''$  East, 731.47 feet to the beginning of a tangent curve, concave to the Northeast having a radius of 1385.45 feet; thence Southeastly along said curve through a central angle of  $60^{\circ} 00' 19''$ , an arc distance of 1450.97 feet; thence tangent to said curve North  $89^{\circ} 55' 22''$  East, 319.93 feet to a point in the center line of Sepulveda Boulevard, formerly San Fernando Avenue, 50 feet wide, as shown on said map of Tract 1000; thence South  $0^{\circ} 02' 05''$  West 100.00 feet; thence South  $89^{\circ} 55' 22''$  West 880 feet, more or less, to the Northeastly corner of that certain land described in deed to Anna Ghiglia recorded in Book 1965, page 377, of Official Records in the office of said Recorder; thence South  $0^{\circ} 01' 56''$  West, along the Easterly line of said land and its Southerly prolongation, 381.35 feet to a point in the center line of Oxnard Street, 50 feet wide, formerly Sixth Street, as shown on said map of Tract 1000; thence South  $89^{\circ} 58' 24''$  East, along said center line 40.35 feet to

EXHIBIT B - 3

a point thereon distant North 89° 58' 24" West, 839.64 feet from said center line of Sepulveda Boulevard; thence South 20° 25' 00" East 570.57 feet; thence South 15° 09' 11" East, 1070.60 feet to the Northerly prolongation of the Easterly line of Lot 10 in said Tract 11331; thence South 0° 01' 57" West, along said Northerly prolongation to and along said Easterly line of Lot 10 and its Southerly prolongation, and the Easterly line of Lot 35 of said Tract 11331 and its Southerly prolongation, a distance of 2223.13 feet; thence South 53° 39' 18" West, 516.28 feet to a point in the Westerly line of Lot 4 of said Tract No. 1201, distant South 0° 25' 06" West, 128.56 feet from the Northwesterly corner of said lot; thence South 0° 25' 06" West, along said Westerly line and its Southerly prolongation, to and along the Westerly line of Lot 7 of said Tract 1201 and its Southerly prolongation, 1191.60 feet to a point in the center line of Magnolia Boulevard, 80 feet wide, as now established; thence South 89° 57' 58" East, along said center line 783.69 feet to the center line of San Fernando Avenue, 50 feet wide (now Sepulveda Boulevard), as shown on said map of Tract 1000; thence South 0° 01' 52" West, along said center line 1391.27 feet; thence North 75° 53' 28" West 1429.08 feet; thence North 54° 41' 52" West, 1540.09 feet to a point in the center line of Haskell Avenue, 60 feet wide, as shown on said map of Tract 2955; thence North 0° 01' 38" East, along said center line 159.13 feet to a point in the center line of Magnolia Boulevard, 60 feet wide, formerly Rita Street, as shown on said map of Tract 2955; thence North 89° 39' 25" West, along said center line of Magnolia Boulevard 2641.53 feet to the center line of Woodley Avenue, 60 feet wide, as shown on said map; thence continuing along said center line of Magnolia Boulevard North 89° 38' 02" West, 1320.50 feet to an intersection with the Northerly prolongation of the center line of Libbit Avenue, 60 feet wide, as shown on said map; thence South 0° 01' 44" West, along said prolongation and said center line of Libbit Avenue 1620 feet, more or less, to a point distant North 0° 01' 44" East on said center line 1268.73 feet from the Southerly line of the Northerly 30 feet of Ventura Boulevard, formerly Ventura County Road, 60 feet wide, as shown on said map; thence North 89° 38' 02" West 400.00 feet; thence North 0° 01' 44" East, 960.00 feet to the Southerly line of Lot 15, Block 23 of said Tract 2955; thence North 89° 38' 02" West, along said Southerly line of Lot 15, the Southerly line of Lot 14 of said Block 23, and the Westerly prolongation thereof 920.24 feet to a point in the center line of Hayvenhurst Avenue, 60 feet wide, as shown on said map, distant on said center line North 0° 01' 37" East, 2017.61 feet from the intersection thereof with the Southerly line of the Northerly 30 feet of said Ventura Boulevard; thence North 0° 01' 37" East, along said center line 330 feet, more or less, to an intersection with the Easterly prolongation of the line forming the Southerly boundary of Lots 11 and 12 of Block 22 of said Tract 2955; thence North 89° 38' 13" West, along last said line and its prolongations 659.79 feet to a point in the center line of Rubio Avenue, 60 feet wide, as shown on said map; thence North 0° 01' 06" East 330 feet, more or less, to said center line of

Magnolia Boulevard; thence North 89° 34' 39" West, along said center line 445.58 feet; thence North 0° 01' 28" East 530.00 feet; thence North 89° 34' 39" West 805.00 feet; thence North 0° 01' 28" East 1721.09 feet; thence North 89° 38' 57" West 255.00 feet; thence North 0° 01' 28" East, 390.00 feet to a point in the Northerly line of the Southerly 30 feet of Burbank Boulevard, as now established, distant on said line South 89° 38' 57" East, 475.00 feet from the center line of Balboa Boulevard, shown as Balboa Avenue, 60 feet wide, on said map of Tract 2955; thence North 89° 38' 57" West, along said Northerly line of the Southerly 30 feet of Burbank Boulevard, 475.00 feet to said center line of Balboa Boulevard; thence continuing along said Northerly line of the Southerly 30 feet North 89° 38' 27" West, 1320.24 feet to an intersection with the Southerly prolongation of the Westerly line of Amestoy Avenue, 30 feet wide, as shown on map of Tract 5231, recorded in Book 101, page 71 of Maps in the office of the Recorder of said County; thence North 0° 01' 18" East, along said prolongation and said Westerly line 1475.22 feet to a point in the Northerly line of Hatteras Street, 30 feet wide, as shown on said map, said point being the Southwesterly corner of that certain land acquired by the United States of America and designated as Parcel No. 3, E.O. 383 in Final Judgment and Decree in Condemnation recorded January 22, 1941 in Book 18129, page 208 of Official Records in the office of the Recorder of said County; thence North 0° 01' 18" East, along the Westerly line of said land 1474.55 feet, to a point in the Southerly line of that certain right-of-way described in a decree to the Southern Pacific Railroad Company recorded in Book 911, page 194 of Deeds, in the office of the Recorder of said County; thence South 89° 55' 43" West, along said Southerly line 3129 feet, more or less, to a point in a line that is parallel with and distant 814.00 feet Easterly, measured along said Southerly line from the Westerly line of said Rancho El Encino, Lot B; thence North 0° 16' 25" East, along said parallel line 975.00 feet; thence South 89° 55' 43" West, 814.00 feet to a point in said Westerly line of Rancho El Encino, Lot B; thence North 0° 16' 25" East, along said Westerly line 1290 feet, more or less, to a point in said line distant South 0° 16' 25" West, 1034.17 feet from the Northwesterly corner of said Lot B; thence South 89° 57' 21" East, 5254.00 feet, more or less, to a point in the center line of Balboa Boulevard, 60 feet wide; formerly Balboa Avenue, as described in an easement deed to the City of Los Angeles, recorded in Book 6466, page 312 of Deeds, in the office of the Recorder of said County, distant on said line South 0° 02' 55" West, 30.00 feet from the center line of Victory Boulevard, described as Leesdale Street, 60 feet wide, in an easement deed to said City of Los Angeles recorded in Book 1830, page 268 of Official Records in the office of said Recorder; thence North 0° 02' 55" East, along said center line of Balboa Boulevard 30.00 feet to a point in said center line of Victory Boulevard; thence South 89° 57' 16" East, along said center line 2640.52 feet to a point in the center line of Hayvenhurst Avenue, 60 feet wide, as described in Parcel No. 4 of a deed to the City of Los Angeles recorded in Book 9304, page 297 of Official Records, in the office of said Recorder; thence continuing along said center line of Victory Boulevard South 89° 57' 48" East,

5281.69 feet to a point in the Southerly prolongation of the center line of Haskell Avenue, 60 feet wide, as now established; thence North 0° 02' 25" East, along said prolongation and said center line, 939.20 feet to a point in the Northerly line of said Rancho El Encino, Lot B; thence South 89° 41' 00" East 250 feet, more or less, to the point of beginning.

EXCEPTING the portion thereof within that certain right-of-way granted to the Southern Pacific Railroad Company by deed dated September 26, 1944 and recorded in Book 23964, page 365, of Official Records in the office of said Recorder;

ALSO EXCEPTING the portion thereof lying Southerly of said railroad right-of-way and downstream from the upstream toe of slope of Sepulveda Dam, and its Southerly prolongation, as said dam is shown on Drawing No. 136/87 on file in the office of the District Engineer, Corps of Engineers, Department of the Army, in Los Angeles, California.

ALSO EXCEPTING the portion thereof lying Easterly of said railroad right-of-way and included in Los Angeles River channel as said channel is shown on Drawing No. 136/75 on file in the office of said District Engineer;

ALSO EXCEPTING the portion thereof included in Los Angeles River channel lying Westerly of said railroad right-of-way;

ALSO EXCEPTING the portion thereof lying Southerly and Easterly of said railroad right-of-way, Southerly of the Southerly line of said Los Angeles River channel, and Westerly of the Northerly prolongation of the West line of Amestoy Avenue, as said avenue is shown on map of Tract 5231 recorded in Book 101, page 71 of Maps, in the office of the said Recorder;

ALSO EXCEPTING the portion thereof lying Northerly of Victory Boulevard as now established;

ALSO EXCEPTING the portion thereof lying within Victory Boulevard, Balboa Boulevard, Magnolia Boulevard, Burbank Boulevard, and White Oak Avenue, as said streets are now established.

ALSO EXCEPTING, for road purposes, strips of land described as follows:

A strip of land, 30 feet in width, lying Westerly and Northerly of and adjacent to the upstream toe of slope of said Sepulveda Dam, extending from Victory Boulevard on the North to Magnolia Boulevard on the South;

A strip of land, 20 feet in width, lying Westerly of and adjacent to the upstream toe of slope of said Sepulveda Dam, extending from Magnolia Boulevard to the Southerly end of said dam;

A strip of land, 30 feet in width, lying Northerly of and adjacent to the Northerly line of said Los Angeles River channel, extending from the upstream toe of slope of said Sepulveda Dam to the Westerly boundary of said Sepulveda Flood Control Basin;

A strip of land, 30 feet in width, lying Southerly of and adjacent to the Southerly line of said Los Angeles River channel, extending from the upstream toe of slope of said Sepulveda Dam to the Westerly boundary of said Sepulveda Flood Control Basin;

A strip of land, 20 feet in width, lying Northerly and Westerly of and adjacent to the Northerly and Westerly line of said railroad right-of-way, extending from Encino station ground on the East to the Northerly line of said Los Angeles River channel on the Southwest;

ALSO EXCEPTING that portion granted to the State of California for the Ventura Freeway by easement deed dated 3 October 1956.

ALSO EXCEPTING that portion leased to the State of California by lease recorded 24 January 1964 in Book M1438, page 580 of Official Records in the office of said Recorder.

ALSO EXCEPTING that portion bounded on the North by the Southerly line of said railroad right-of-way and on the East, South and West by the following described line;

Beginning at the intersection of the Southerly line of said railroad right-of-way with the Westerly line of said Haskell Avenue; thence South  $0^{\circ} 02' 12''$  West 276.05 feet; thence South  $33^{\circ} 49' 54''$  East, 321.08 feet to the beginning of a tangent curve, concave Southwesterly having a radius of 650.00 feet, a radial line to said curve at said point bears North  $56^{\circ} 10' 06''$  East; thence Southerly along said curve, through a central angle of  $33^{\circ} 52' 06''$ , an arc distance of 384.22 feet; thence South  $0^{\circ} 02' 12''$  West 1211.75 feet; thence North  $89^{\circ} 57' 48''$  West 2268.00 feet; thence North  $0^{\circ} 02' 12''$  East 1711.18 feet; thence North  $89^{\circ} 57' 48''$  West 500.00 feet; thence North  $0^{\circ} 02' 42''$  East 191.67 feet; thence North  $89^{\circ} 57' 48''$  West 676.00 feet; thence North  $0^{\circ} 02' 42''$  East 308.33 feet, more or less, to the point of ending in said Southerly line of said railroad right-of-way.

ALSO EXCEPTING those portions of Rubio Avenue and Hayvenhurst Avenue lying Southerly of Magnolia Boulevard.

ALSO EXCEPTING that portion described as follows:

Commencing at the intersection of the centerline of Magnolia Boulevard, 80 feet wide, with the centerline of Sepulveda Boulevard, formerly San Fernando Avenue, 50 feet wide, as shown on said map of Tract 1000; thence North  $89^{\circ} 57' 58''$  West, along the centerline of Magnolia Boulevard to a point in a line parallel with and distant westerly 50 feet, measured at right angles, from the centerline of said Sepulveda Boulevard; thence South  $0^{\circ} 01' 52''$  West, along said parallel line 390.00 feet to the TRUE POINT OF BEGINNING; thence continuing South  $0^{\circ} 01' 52''$  West, along said parallel line 709.90 feet; thence North  $69^{\circ} 55' 12''$  West, 481.66 feet to the beginning of a tangent curve concave Northeasterly having a radius of 2460.00 feet; thence Northwesterly along said curve through a central angle of  $12^{\circ} 09' 48''$ , an arc distance of 522.23 feet to the Easterly line of the San Diego Freeway Right-of-Way as granted to the State of California on 3 October 1956; thence North  $01^{\circ} 53' 07''$  West, along said Easterly line 129.03 feet; thence North  $02^{\circ} 58' 34''$  West 186.63 feet; thence leaving said Easterly line South  $89^{\circ} 57' 58''$  East 934.59 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING the portion thereof lying Southerly of said railroad right-of-way, easterly and northerly of the following described line and westerly of Balboa Boulevard:

Beginning at a point in the Southerly line of that certain strip of land 100.00 feet wide, described as Strip "D" in a said deed to Southern Pacific Railroad Company, said point being North  $89^{\circ} 57' 05''$  West (recorded South  $89^{\circ} 57' 21''$  East) 142.21 feet from the easterly terminus of said Strip "D"; thence South  $00^{\circ} 02' 55''$  West 575.00 feet; thence South  $89^{\circ} 57' 05''$  East 1300.00 feet to the westerly line of said Balboa Boulevard.

NOTE: Whereas, the first "Also Excepting" clause deleted from this license the area lying Westerly of the West line of said Libbit Avenue and Easterly of the downstream toe of the dam and Northerly of the service road at the Southerly end of the dam, the area is intended to be, and hereby is included within the area covered by this license.

NOTE: Whereas, the first "Also Excepting" excluded from the license all the area lying downstream from the upstream toe of the dam, the following described areas thereof are intended to be, and hereby are, included within the area covered by this license:

The area lying Easterly of the right-of-way of the San Diego Freeway, Southerly of the flood control channel and its access road, and Westerly of the West line of Sepulveda Boulevard; ALSO the area lying Easterly of the right-of-way of the San Diego Freeway, and Northerly of the flood control channel and its access road and Westerly of the West line of Sepulveda Boulevard, EXCEPT the area presently reserved for



the U.S. Army Reserve Center; ALSO, the portion lying Southerly of the 100-foot right-of-way of the Southern Pacific Railroad, as same now exists, and Easterly of the right-of-way of the San Diego Freeway.

Containing 1526.80 acres, more or less.

Revised: 1 Jul 71

Revised: 11 Jun 71

Revised: 9 Dec 70

Revised: 24 Nov 69

Revised: 17 Nov 66

Written by: W.J.P.

7

FILE NO. 63-K-38.5

86-727362

17. That the areas initially made available to the lessee for public park, recreational, and incidental purposes by this lease, and the additional areas similarly to be made available to it from time to time hereafter as provided in Condition No. 21 hereof, shall be known as the "Sepulveda Dam Recreational Area," and said areas shall hereinafter be referred to as the "recreational areas."

18. All monies received by the lessee from operations conducted on the leased premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation, and development of the leased premises, the Hansen Flood Control Basin, and/or any other flood control lands leased by the Secretary of the Army to the lessee for public park and recreational purposes. Any such monies not so utilized, or programmed for utilization in a reasonable time, by the lessee shall be paid to the District Engineer at the expiration of each 5-year period of this lease. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer.

19. All structures shall be located, constructed, and landscaping accomplished in accordance with plans approved in advance in writing by the District Engineer. No permanent type of recreational building or accessory facilities shall be erected on the land below elevation 695 M.S.L., except that open-type structures may be erected between elevation 695 M.S.L. and elevation 685 M.S.L. upon written approval of plans of such structures by the said District Engineer. The lessee shall have the right to construct and maintain upon the premises the accessory facilities normally incidental to public park and recreational improvements. It is expressly understood and agreed that in case of flood or damage to initial improvements and continuing improvements installed by the lessee, construction of the original installations shall be considered to be a full and complete compliance with the provisions of Condition No. 20, and reconstruction thereof shall be optional with the lessee.

20. That within six (6) months after additional lands are made available to lessees for public park and recreational purposes, and purposes incidental thereto, in accordance with Condition No. 21 hereof, the lessee shall likewise commence, and continue with reasonable diligence, construction and development of said additional lands in accordance with the U. S. Army Engineers' Master Recreational Plan and the implementing approved General Development Plan. If the lands so made available are not substantially developed for recreational purposes within one (1) year after date of availability, they may be withdrawn from the lessee's jurisdiction and utilized for whatever purpose the District Engineer may determine. The lessee shall continue the development of the recreational areas initially and hereafter made available to it pursuant to Condition No. 21 hereof, with the object of accomplishing by 1976 a progressive completion of the improvements, as shown on the U. S. Army Engineers' Master Recreational Plan and the implementing General Development Plan.

21. That the right is hereby reserved to the United States to renew existing agricultural leases, or to enter into new leases covering agricultural use of lands, pending the lessee's written request to the District Engineer prior to 1 May of any given year, for additional land areas to be generally contiguous to existing recreational areas. The District Engineer shall terminate or modify said agricultural leases, effective 31 October of the year application is made, and the lands applied for shall be made available to the lessee on 1 November of said year, for public park and recreational purposes and purposes incidental

Sepulveda Flood Control Basin  
City of Los Angeles  
Lease No. DACW09-1-67-11

**EXHIBIT C** 86- 727862

thereto. The lessee shall not grant any concession privileges, permits, or leases of any portion of the recreational areas covered by this lease for private farming or private agricultural use.

22. That in order to protect the United States and the Los Angeles County Flood Control District and the City of Los Angeles against claims for damages which might arise out of the use and occupation of said recreational areas by persons to whom the lessee may grant concessions, or licenses, the lessee herein agrees to insert a condition in such concession, or license, which it grants pursuant to Condition No. 3 hereof, which shall be in substantially the following form:

The concessionaire or licensee, in consideration of the granting of this concession or license, agrees to hold the United States, the Los Angeles County Flood Control District, and the City of Los Angeles, harmless for any and all claims or rights of action for damages which may or might arise or accrue to said concessionaire or licensee, his officers, agents, servants, employees, or others who may be on the licensed premises at his invitation or the invitation of any one of them, by reason of injury to the property, or the persons of any of them resulting from the entry upon or the use of the licensed premises, by the United States, the Los Angeles County Flood Control District, the City of Los Angeles, or any of them, at any time, for any purpose necessary or convenient in connection with river and flood control work, or for the removal of timber required or necessary for such work, or by reason of the flooding of the licensed premises, or any part thereof, when in the judgment of any of them, such flooding is necessary in connection with flood control work.

Signed copies of each concession, or license granted by the lessee herein shall be furnished to and filed with the District Engineer.

23. That the lessee shall remove all debris, including logs, brush, and driftwood within the perimeter of this lease, at its own expense, and shall maintain the property at all times in a clean condition, free from weeds, brush, gullies, and floatable material so determined by the District Engineer.

24. That the Government reserves the right to make water studies and surveys, or cause or permit said studies or surveys to be made. These surveys and studies shall include, among other things, the right to make well measurements, install well points, gauge surface streams, and do all necessary work in making an intensive study of water conditions; also to construct and maintain channels for low water flow.

25. That the lessee shall cut no timber, except in furtherance of the plans for the public park and recreational area approved in writing by said District Engineer, and shall conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except such sand, gravel, or kindred substances as may be used in connection with buildings, filling, landscaping, and improvement operations on the leased premises by the lessee in

Sepulveda Flood Control Basin  
City of Los Angeles

Lease No. DACW09-1-67-11

accordance with the plans approved in writing by said District Engineer, and shall commit no waste of any kind or in any manner substantially change the contour or condition of the leased premises except in accordance with the plans approved in writing by said District Engineer, but the lessee may salvage such fallen or dead timber as may be required for use as firewood.

26. That the lessee shall not permit on the recreational areas any gambling or games of chance, or install and operate, or permit to be installed or operated, any devices or concessions which, in the opinion of said District Engineer, are contrary to good morals or are otherwise objectionable.

27. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said leased premises are located.

28. That any and all taxes which may be lawfully imposed by the State or any of its subdivisions upon the recreational areas, the concessions or other improvements placed upon the recreational areas by the lessee or by third parties under agreements with the lessee, shall be promptly paid by the lessee or such third parties as their interests may appear.

29. For the purpose of maintaining attendance records, the lessee shall obtain public use visitation data to said leased premises. The collection of such visitation data shall be accomplished by on-site surveys and by use of mechanical traffic counters, supplemented by information obtained from other reliable sources. The lessee shall submit this data to this District by the 10th day of each month following the month being reported on, in accordance with procedures outlined in instruction manual, "Procedures for Obtaining Public Use Visitation Data at Civil Works Projects," dated 3 December 1962, or subsequent revisions thereof.

30. That the said lessee's records and accounts shall be subject to inspection and audit at any time by the said District Engineer or his duly authorized representative.

31. That in the event of revocation, termination, or expiration of this lease, the lessee shall terminate all concession and license agreements with third parties, and the lessee and said third parties shall vacate the recreational areas and remove within ninety (90) days, or within such additional time as the Secretary of the Army may authorize, such part of the buildings, structures, equipment and/or personal property of the lessee therefrom as the lessee may elect, and restore the premises where removal of property is made, to a condition satisfactory to the District Engineer, damages beyond the control of the lessee and due to flooding and to fair wear and tear excepted. In the event the lessee shall fail or neglect to remove any buildings, structures, equipment and/or personal property and to restore the premises within ninety (90) days, or such additional time as the Secretary of the Army may authorize, then, at the option of the Secretary of the Army, said buildings, structures, equipment and/or personal property shall either become the property of the

United States without compensation therefor, or the Secretary of the Army may cause same to be removed and the premises to be restored at the expense of the lessee and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. It is expressly understood, however, that the lessee shall not be required to restore to its original condition the land in recreational areas with respect to landscaping, planting, grading, or paving of roadways, or be responsible for the restoration thereof. Lessee may, but shall not be required to, remove or be responsible for the removal of swimming pools and accessories, underground or exposed irrigation or utility pipes where such improvements or installations have been made in accordance with the U. S. Army Engineers' Master Recreational Plan and the implementing General Development Plan.

32. That it is understood that this instrument is effective only insofar as the rights of the United States in the property covered by this lease are concerned, and the lessee shall obtain such permission as may be necessary on account of any other existing rights.

33. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any monetary benefits to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

34. This lease supersedes unnumbered license dated 13 March 1951 and Amendment No. 1 dated 28 August 1958 thereto, to the City of Los Angeles. The facilities constructed on the premises by the licensee under said license shall be and remain the property of the City of Los Angeles which shall continue the administration, operation, and maintenance of said facilities under the terms and conditions of this lease.

35. That the lessee shall not discharge waste or effluent from the leased property in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

36. That the grantee furnishes as part of this contract an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 24) and Department of Defense Directive 5500.11 issued pursuant thereto and published in part 300 of Title 32, Code of Federal Regulations.

Sepulveda Flood Control Basin  
City of Los Angeles  
Lease No. DACW09-1-67-11

12

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Los Angeles

(hereinafter called "Applicant-Recipient")

(Name of Applicant-Recipient)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from Department of the Army and HEREBY GIVES ASSURANCE THAT it will

(Component of the Department)

immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Appli-

(Component of the Department)

cant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by, Department of the Army.

(Component of the Department)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall

have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date Nov. 23, 1966

City of Los Angeles  
Board of Recreation and Parks Comm  
(Applicant-Recipient)

By [Signature]  
(President, Chairman of Board, or comparable authorized official)

Dept. of Recreation & Parks  
505 City Hall, L.A. 90012  
(Applicant-Recipient's Mailing Address)

Approved as to Form  
Date 10-27-66  
ROGER ARNEBERGH  
City Attorney  
By [Signature]  
Assistant

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

} SS

On this 5<sup>th</sup> day of January, A. D., 1967, before  
me, Lloyd T. Ford, a Notary Public in and for the said

County and State, residing therein, duly commissioned and sworn, personally appeared SHERRY B. MYERS, known to me

to be the person whose name is subscribed to the within instrument, and acknowledged to me that he signed the same by direction of the <sup>Assistant</sup> Secretary of the ~~Army~~ as the free and voluntary act and deed of the United States of America for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lloyd T. Ford

Notary Public  
Arlington County, Virginia

My Commission Expires:  
Lloyd T. Ford, Notary Public  
County of Arlington  
State of Virginia  
My Commission Expires 23 Sept. 1967

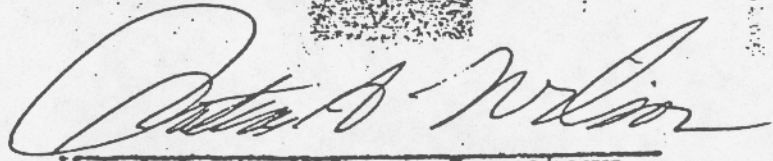
86-727862



RESOLUTION NO. 5587

BE IT RESOLVED that pursuant to action taken by the Board of Recreation and Park Commissioners on November 23, 1966, Mr. Ludlow Flower, Jr., President of the Board of Recreation and Park Commissioners, be and he hereby is authorized to execute a lease with the Department of the Army, Los Angeles District, Corps of Engineers, for park and recreational development of land in the Sepulveda Flood Control Basin.

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 a meeting held on November 23, 1966.



Patricia A. Wilson, Secretary

86- 727862

Resolution No. 5587

Lease No. DACW09-1-67-11  
Department of the Army  
City of Los Angeles  
Sepulveda Flood Control Basin, California

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT NO. 1, entered into by and between the SECRETARY OF THE ARMY, representing the United States of America, hereinafter called the Government, and the CITY OF LOS ANGELES, a municipal corporation of the State of California, hereinafter called the lessee, WITNESSETH:

WHEREAS, on 5 January 1967, Lease No. DACW09-1-67-11 was entered into between the Government and the lessee to use and occupy, for public park and recreational purposes, 1,641.48 acres, more or less, of land and water areas designated as Unit A-10, located in the Sepulveda Flood Control Basin, Los Angeles County, California, for a term of fifty (50) years; and

WHEREAS, the lessee requested that 88.07 acres, more or less, be deleted from Lease No. DACW09-1-67-11, for the construction of a water reclamation plant by the City of Los Angeles, Department of Public Works, Sewer Design Division, for the purpose of reclaiming sewage water which will, in part, promote the public's use and enjoyment of the recreational areas of the Basin by providing irrigation for the benefit of landscape development, and the Government is agreeable thereto.

NOW THEREFORE, in consideration of the premises, the parties hereby do mutually agree that Lease No. DACW09-1-67-11 is modified, effective 1 November 1969, in the following particulars:

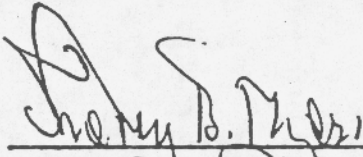
1. That 88.07 acres, more or less, are hereby deleted from Lease No. DACW09-1-67-11, thereby decreasing the total leased acreage from 1,641.48 acres, more or less, to 1,553.41 acres, more or less.

2. That Drawing No. 63-K-38.2, dated 26 April 1966, marked Exhibit A, and Legal Description, File No. 63-K-38.2, dated 25 April 1966, marked Exhibit B, are hereby withdrawn from the basic lease and inserted, in lieu thereof, are the following: Drawing No. 63-K-38.3, Revised 18 Nov 66, marked Exhibit A-1, said drawing showing the remaining 1,553.41 acres, more or less, delineated in red and the deleted 88.07 acres, more or less, delineated in green, and Legal Description, File No. 63-K-38.3, Revised 24 Nov 69, marked Exhibit B-1, both exhibits being attached hereto and made a part hereof.

Lease No. DACW09-1-67-11  
City of Los Angeles  
Sepulveda Flood Control Basin  
Supplemental Agreement No. 1

3. That in all other respects the terms and conditions of the basic lease remain unchanged.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of  
Assistant  
the SECRETARY OF THE ARMY this 1st day of July, 1971.

  
SHERRY B. MYERS  
Assistant for Real Property  
OASA (I&L)

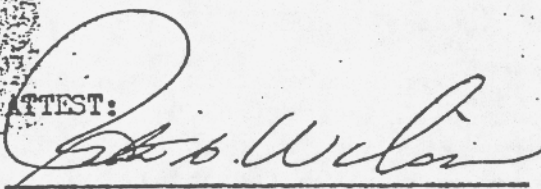
THIS SUPPLEMENTAL AGREEMENT NO. 1, together with the provisions and conditions thereof, is hereby accepted this 15th day of April 1971.

CITY OF LOS ANGELES

By: Brad Pyle, Jr.

Title: President  
BOARD OF RECREATION AND  
PARK COMMISSIONERS

ATTEST:

  
Secretary  
BOARD OF RECREATION AND  
PARK COMMISSIONERS

APPROVED AS TO FORM  
Date February 23, 1971

ROGER ARNEBERGH  
City Attorney

2

By /s/ BRIAN CRAHAN  
Deputy

Lease No. DACW09-1-67-11  
Department of the Army  
City of Los Angeles  
Sepulveda Flood Control Basin, California

SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT NO. 2, entered into by and between the SECRETARY OF THE ARMY, representing the United States of America, hereinafter called the Government, and the CITY OF LOS ANGELES, a municipal corporation of the State of California, hereinafter called the lessee, WITNESSETH:

WHEREAS, on 5 January 1967, Lease No. DACW09-1-67-11 was entered into between the Government and the lessee to use and occupy, for public park and recreational purposes, 1,641.48 acres, more or less, of land and water areas designated as Unit A-10, located in the Sepulveda Flood Control Basin, Los Angeles County, California, for a term of fifty (50) years; and

WHEREAS, by Supplemental Agreement No. 1, 88.07 acres, more or less, were deleted from Lease No. DACW09-1-67-11 for the construction of a water reclamation plant by the City of Los Angeles, Department of Public Works, Sewer Design Division, decreasing the total leased acreage from 1,641.48 acres, more or less, to 1,553.41 acres, more or less; and

WHEREAS, the lessee requested that 11.29 acres, more or less, be deleted from Lease No. DACW09-1-67-11, for the construction of a Los Angeles City Fire Station, thereby decreasing the total leased acreage for public park and recreational purposes, from 1,553.41 acres, more or less, to 1,542.12 acres, more or less, and the Government is agreeable thereto.

NOW, THEREFORE, in consideration of the premises, the parties hereby do mutually agree that Lease No. DACW09-1-67-11 is modified, effective as of 1 January 1971, in the following particulars:

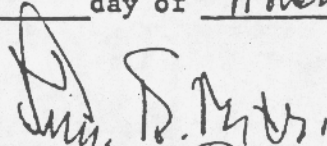
1. That 11.29 acres, more or less, are hereby deleted from Lease No. DACW09-1-67-11, thereby decreasing the total leased acreage from 1,553.41 acres, more or less, to 1,542.12 acres, more or less.

2. That Drawing No. 63-K-38.3, marked Exhibit A-1, and Legal Description, File No. 63-K-38.3, revised 24 November 1969, marked Exhibit B-1, attached to the basic lease by Supplemental Agreement No. 1, are hereby withdrawn and inserted, in lieu thereof, are the

following: Drawing No. 63-K-38.4, marked Exhibit A-2, said drawing showing the remaining 1,542.12 acres, more or less, delineated in red and the deleted 11.29 acres, more or less, delineated in green, and Legal Description, File No. 63-K-38.4, Revised 9 December 1970, marked Exhibit B-2, both exhibits being attached hereto and made a part hereof.

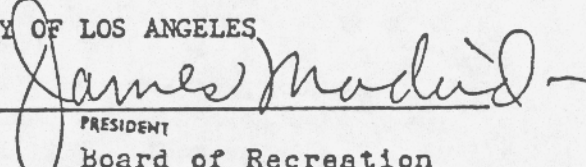
3. That in all other respects the terms and conditions of the basic lease remain unchanged.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of  
Assistant  
the/Secretary of the Army, this 17 day of November 1971.

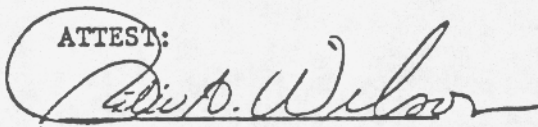
  
\_\_\_\_\_  
SHERRY B. MYERS  
Assistant for Real Property  
OASA (I&L)

THIS SUPPLEMENTAL AGREEMENT NO. 2, together with the provisions and conditions thereof, is hereby accepted this 16th day of September 1971.

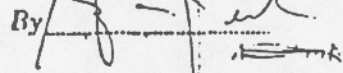
CITY OF LOS ANGELES

By:   
\_\_\_\_\_  
PRESIDENT  
Board of Recreation  
Title: & Park Commissioners

ATTEST:

  
\_\_\_\_\_  
SECRETARY  
Board of Recreation  
& Park Commissioners

Approved as to Form  
Date 1-27-71  
ROGER ARNEBERGH  
City Attorney

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

Lease No. DACW09-1-67-11  
Department of the Army  
City of Los Angeles  
Sepulveda Flood Control Basin  
Los Angeles County, California

**SUPPLEMENTAL AGREEMENT NO. 3**

THIS SUPPLEMENTAL AGREEMENT NO. 3, entered into by and between the SECRETARY OF THE ARMY, representing the United States of America, hereinafter called the Government, and the CITY OF LOS ANGELES, a municipal corporation of the State of California, hereinafter called the Lessee, WITNESSETH:

WHEREAS, on 5 January 1967, Lease No. DACW09-1-67-11 was entered into between the Government and the lessee to use and occupy, for public park and recreational purposes, 1,641.48 acres, more or less, of land and water areas designated as Unit A-10, located in the Sepulveda Flood Control Basin, Los Angeles County, California, for a term of fifty (50) years; and

WHEREAS, by Supplemental Agreement No. 1, 88.07 acres, more or less, were deleted from Lease No. DACW09-1-67-11 for the construction of a water reclamation plant by the City of Los Angeles, Department of Public Works, Sewer Design Division, thereby decreasing the total leased acreage from 1,641.48 acres, more or less, to 1,553.41 acres, more or less; and

WHEREAS, by Supplemental Agreement No. 2, 11.29 acres, more or less, were deleted from Lease No. DACW09-1-67-11 for the construction of a Los Angeles City Fire Station by the City of Los Angeles, thereby decreasing the total leased acreage under lease as amended by Supplemental Agreement No. 1 from 1,553.41 acres, more or less, to 1,542.12 acres, more or less; and

WHEREAS, the Department of the Navy desires to utilize 15.32 acres, more or less, within the Sepulveda Flood Control Basin, California, for a Naval and Marine Corps Reserve Training Center, subject to the conditions contained in Operating Agreement between the lessee and the Department of the Navy, marked Exhibit D, attached hereto and made a part hereof, and the lessee and the Government are agreeable thereto.

NOW, THEREFORE, in consideration of the premises the parties hereby do mutually agree that Lease No. DACW09-1-67-11 is modified in the following particulars:

Lease No. DACW09-1-67-11  
Supplemental Agreement No. 3

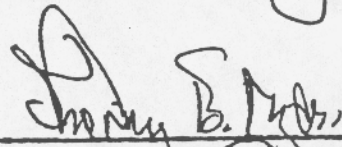
1. That 15.32 acres, more or less, are hereby deleted from Lease No. DACW09-1-67-11, thereby decreasing the total leased acreage as amended by Supplemental Agreement No. 2 from 1,542.12 acres, more or less, to 1,526.80 acres, more or less, subject to Conditions contained in Exhibit D attached hereto.

2. That Drawing No. 63-K-38.4, marked Exhibit A-2, and legal description, File No. 63-K-38.4, Revised 9 December 1970, marked Exhibit B-2, attached to the basic lease by Supplemental Agreement No. 2, are hereby withdrawn; and inserted, in lieu thereof, are the following:

Drawing No. 63-K-38.5, marked Exhibit A-3, said drawing showing the remaining 1,526.80 acres, more or less, delineated in red and the deleted 15.32 acres, more or less, delineated in green, and Legal Description, File No. 63-K-38.5, Revised 1 July 1971, marked Exhibit B-3, both exhibits being attached hereto and made a part hereof.

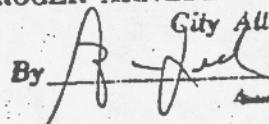
3. That in all other respects the terms and conditions of the basic lease remain unchanged.

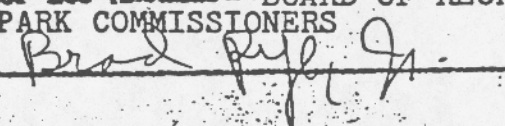
IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Secretary of the Army, this 5 day of January 1971.

  
SHERRY B. MYERS  
Assistant for Real Property  
OASA (I&L)

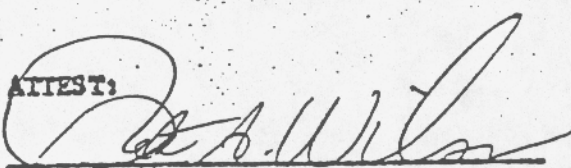
86- 727862

THIS SUPPLEMENTAL AGREEMENT NO. 3, together with the provisions and Conditions thereof, is hereby accepted this 29th day of July, 1971.

Approved as to Form  
Date 7-26-71  
ROGER ARNEBERGH  
City Attorney  
By   
Assistant

CITY OF LOS ANGELES - BOARD OF RECREATION  
AND PARK COMMISSIONERS  
By:   
Title: PRESIDENT

ATTEST:

  
SECRETARY

CITY OF LOS ANGELES  
CALIFORNIA



TOM BRADLEY  
MAYOR

COMMISSIONERS

DENNIS R. LUNA  
MARY D. NICHOLS  
RICHARD J. RIORDAN  
WILLIAM R. ROBERTSON  
J. STANLEY SANDERS

DEPARTMENT OF  
RECREATION AND PARKS  
200 NO. MAIN ST.  
13TH FLOOR  
LOS ANGELES, CALIF. 90012  
485-5551  
JAMES E. HADAWAY  
GENERAL MANAGER

September 10, 1986

Mr. Demey Quismorio  
Chief, Management & Disposal Branch  
Real Estate Division  
U.S. Army Corps of Engineers  
Post Office Box 2711  
Los Angeles, California 90053

Gentlemen:

Sepulveda Basin Wildlife Reserve: Supplement No. 4  
to Lease No. DACWO 9-1-67-11

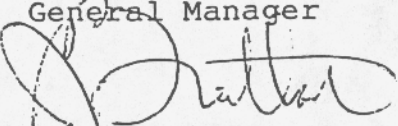
On December 4, 1983, your office forwarded to us proposed Supplemental Agreement No. 4 to Lease No. DACWO 9-1-67-11 for the purpose of enabling the Corps to directly develop and maintain a wildlife reserve of approximately 120 acres at the Sepulveda Dam Recreation area. Subsequently, the City entered into a Sublease and Operating Agreement with the State of California Department of Fish and Game (effective September 17, 1985) which will enable this Department to perform the desired development of the wildlife reserve, precluding the need for proposed Supplemental Agreement No. 4. A copy of the State Agreement is attached for your records.

This letter is to confirm that Department action relating to Supplemental Agreement No. 4 has been terminated and the file closed.

We appreciate your cooperation in this matter. Should you require additional information, please contact David L. Conetta, of our Land Management Office, at (213) 485-5551.

Very truly yours,

JAMES E. HADAWAY  
General Manager

  
JOEL BREITBART  
Assistant General Manager  
Planning and Development

JB/AAC:mr  
Attachment

cc: Board Office

SEP 12 1986



# DISPOSITION FORM

For use of this form, see AR 340-15; the proponent agency is TAGO.

REFERENCE OR OFFICE SYMBOL

SPLPD-RR

SUBJECT

Legal Interpretation Requested for Draft Lease and Operating Agreement for Sepulveda Basin Wildlife Reserve

TO C Real Estate

FROM C, Planning Division

DATE 5 Nov 85

CMT 1

Ms Chase/v1/5421

1. The following provides a brief background of the Wildlife Reserve Issue:
  - a. The City of Los Angeles Recreation and Parks Department (City) and the Los Angeles District (LAD) are planning to develop the wildlife reserve north of Burbank Blvd, west of I-405 east of Haskell Channel, and south of the Tillman Water Reclamation Plant.
  - b. The City's funds for development are coming from a State grant.
  - c. The State requires the City to enter into an agreement with them to insure State funds are appropriately used and the investment (development) is maintained.
  - d. State money will be used to develop site for City. Corps will give City credit under a cost sharing agreement for future development elsewhere in the basin.
  - e. City will operate and maintain the site in accordance with an operation and maintenance manual to be prepared by LAD.

2. In reference to the attached Lease and Operating Agreement from the city, please provide legal interpretation of the following issues:

- a. Should "sublease" be used everywhere "Lease" appears? *Yes*
- b. Page 2, para. 4 - how can this be worded to reflect Corps ownership of land, City lease on land, and State need to protect their investment? *See added language.*
- c. Page 3, signatures - should Corps be a party to this agreement or should Corps have agreement with City and allow City to sublease to State? *No, Corps should not be a party. Corps permission to sublease can be given via letter.*
- d. Exhibit A, page 1, para. 1 - is wording "State hires from Operator" appropriate wording here? What does it mean? *No problem here.*
- e. Exhibit A, page 6, para. 17 - is this legal and appropriate? *See added language.*

3. Request legal interpretation of these matters by COB 15 November to enable City and State to proceed with their agreements. PD and CO staff are available to discuss this with you if desired. Points of contact are Tom Carr, SPLCO-0, x5635, and Rich Metzinger or Ruth Chase, SPLPD-RR, x 5421.

CF:

SPLPD-R

SPLPD-RR (2)

SPLPD

SPLCO-0

*for R.L.A.D.*  
CARL F. ENSON

Chief, Planning Division

To: C, Planning From: C, Real Est. 19 Nov. 85 CMT 2  
*above and*

*My comments are marked in red on attached.*

*Robert Chaffin*

*Chief, Real Estate Deal Section*

