

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 improvements 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 <sup>and the Los Angeles County Flood Control District</sup> 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~~ <sup>(90)</sup> ~~(30)~~ 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, 1967; 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 11-22-66  
ROGER ARNEBERGH  
City Attorney  
By *[Signature]*  
Assistant

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

By: *[Signature]*  
Title: President

ATTEST:  
*[Signature]* Secretary

COMMONWEALTH OF VIRGINIA )  
 ) SS  
COUNTY OF ARLINGTON )

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, person-  
ally 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

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