

**SEPULVEDA FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA
LEASE NO. DACW09-1-67-11**

SUPPLEMENTAL AGREEMENT NO. 4

THIS SUPPLEMENTAL AGREEMENT, made and entered into between the SECRETARY OF THE ARMY of the first part, hereinafter called the Government and the CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS a municipal corporation of the State of California, of the second part, hereinafter called the lessee, WITNESSETH:

WHEREAS, on January 5, 1967, Lease No. DACW09-1-67-11 was entered into between the Government and Lessee to use and occupy, for a term of 50 years 1,641.48 acres of land located within the boundaries of the Sepulveda Flood Control Basin, Los Angeles County, California for park and recreational purposes: and

WHEREAS, by Supplemental Agreement No. 1 dated 1 July 1971, approximately 88.07 acres were deleted for the construction of a water reclamation plant by the City of Los Angeles, Department of Public Works decreasing the leased acreage from 1,641.48 acres to 1,553.41 acres, more or less; and

WHEREAS, by Supplemental Agreement No. 2 dated 17 November 1971, approximately 11.29 acres, more or less, were deleted from the leased area, for the construction of a Fire Station by the City of Los Angeles, thereby decreasing the total acreage under the lease from 1,553.41 acres to 1,542.12 acres, more or less; and

WHEREAS, by Supplemental Agreement No. 3, dated 5 January 1972, approximately 15.32 acres, more or less, were deleted from the leased area for a Naval and Marine Corps Reserve Training Center, thereby decreasing the leased acreage from 1,542.12 to 1,526.80 acres more or less; and

WHEREAS, the Lessee has requested in order to qualify for grant funds, that the term of the lease be extended an additional 25 years; and

WHEREAS, it has been administratively determined that amendment of the lease to extend the term is in the public interest

NOW THEREFORE, in consideration of the premises, and the mutual benefits to be derived, the parties hereto do mutually agree that lease No. DACW09-1-67-11 is amended as follows:

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1. Delete that portion of the granting clause which states: "a lease for a period of 50 years commencing on the execution date of/ execution here of to use " and substitute therefore a "lease for a period of 75 years commencing on 5 January 1967 and ending on 4 January, 2042."
2. At the end of Condition 4. add: "Fees may be charged by the Lessee for entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee if federal funds were used in whole or part to develop the facility if a user charge by the Corps of Engineers for the facility would be prohibited under law. The lessee may charge for any facility or services provided without federal assistance or funding."
3. Add the following new conditions to the lease beginning with No. 38 and ending with No. 43.

38. DEVELOPMENT PLANS

- a. The lessee shall administer and maintain the leased property for purposes of this lease in accordance with the U.S. Army Corps of Engineers Master Plan, Rules and Regulations, Title 36, Section 327.
- b. The lessee shall submit an Annual Feasibility Plan for future projects.
- c. The Lessee shall submit an Annual Updated Organizational Chart.
- d. The Lessee shall obtain written approval from the District Engineer on all projects, improvements and large events with gatherings over 1,000 people.

39. ENVIRONMENTAL PROTECTION

- a. The Lessee's and the Corps of Engineers' environmental staffs shall meet annually to review the status of all mitigation commitments on the leased area.
- b. An Environmental Review Guide for Operations (ERGO) environmental compliance inspections shall be conducted on the leased property on a minimum cycle of every fifth year. The leased property shall be evaluated following all currently applicable, relevant and appropriate environmental laws and regulations. The most stringent requirements identified among the various environmental laws and regulations shall be applied to the leased property. The following manuals serve as tools for conducting environmental compliance inspections: The Environmental Assessment and Management (TEAM) Guide, the California Supplement to the TEAM Guide, and the California Air Districts Supplement to the TEAM Guide. This list is not intended to be all encompassing.

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40. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. Lessee and/or its sublessees, concessionaires or assignees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for corrections of deficiencies, and compliance with any reasonable request by the District Engineer or his representative. This lease may be revoked in the event the Lessee violates any of its terms or conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the temporary specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the District Engineer concerning the future request by the lessee to extend the lease, expend the premises, modify authorized activities, or assign the lease shall reflect the lessee's past performance and compliance with the lease terms.

b. Lessee shall keep the premises in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee. In addition to the right of revocation for non-compliance stated in Condition Nos. 39, 40.b and 42.d. the District Engineer or his duly authorized representative, upon discovery of any hazardous condition on the premises that present an immediate threat to health or danger to life or property, will so notify the lessee and will require that the affected part or all of the premises be closed until such condition is corrected and the danger eliminated. If the condition is not corrected the District Engineer or his representative will have the option to (1) correct the hazardous condition and collect the cost of repairs from Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

41. TRANSFERS, ASSIGNMENT, SUBLEASES

There shall be no assignments or subleases without prior written approval of the District Engineer. Assignments or subleases may be authorized after coordination with the District Engineer or his duly authorized representatives

42. INDEMNITY AND INSURANCE

The Lessee along with its concessionaires, sublessees and assignees shall indemnify, and hold harmless the United States of America and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses damages, and /or liability arising out of this lease from any cause whatsoever incurred by the City or United States of America on account of any claim therefore, except where such indemnification is prohibited by law.

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42. INDEMNITY AND INSURANCE (Continued)

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees, concessionaires, volunteers and assigns at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance which names the United States Army Corps of Engineers a additional insured. The insurance shall provide an amount not less than that which is prudent reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$2, 000, 000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees, concessionaires, volunteers, film licensees and assigns under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The Insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees, concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees, concessionaires, volunteers film and assigns licensees do not have the required coverage.

~~b. In no case shall liability insurance coverage be less than which is prudent and reasonable considering the risk factors present in the operation of the particular concession or activity or \$1,000,000 whichever is greater.~~

DELETED

43. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or object of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbances until said officer gives clearance to proceed.

In all other respects the terms and conditions of the basic lease remain unchanged.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 25th day of February 2002.

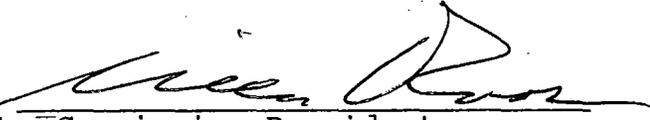
Theresa M. Kaplan

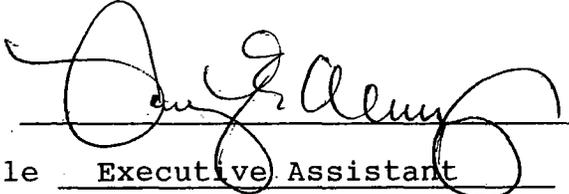
THERESA KAPLAN
Chief, Real Estate Division
Los Angeles District,
U.S. Army Corps of Engineers



THIS SUPPLEMENTAL AGREEMENT is also executed by the lessee this
24th day of September 2002.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

By 
Title Commission President

By 
Title Executive Assistant

Approved as to Form

9-24, 2002
ROCKARD J. DELGADILLO, City Attorney
By 