

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

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

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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.

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Lease No. DACW09-1-67-11