County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 6, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

LICENSE AGREEMENT
PUBLIC LIBRARY
6518 MILES AVENUE, HUNTINGTON PARK
(FIRST DISTRICT) (3 VOTES)

SUBJECT

This recommendation is for a 10-year license agreement which will provide continued use of 64 parking spaces for the Public Library in the City of Huntington Park.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed License is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2. Approve and instruct the Chairman to sign the 10-year license agreement with the City of Huntington Park for the use of 64 parking spaces in the Huntington Park Civic Center at the annual rent of one dollar. The rental costs are net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Library (Library) has occupied a parking lot in the Huntington Park Civic Center since 1966, when the City of Huntington Park (City) and County entered a Joint Powers Agreement (JPA) for Parking Facilities in a lot adjacent to the County-owned Library. The City leased an undivided two-thirds interest to the County and subsequently constructed the parking lot improvements. The lease expired on April 20, 2010, and is currently on a month-to-month holdover basis. The County will utilize 64 parking spaces on this surface lot for use by 14 full-time staff and Library patrons.

The proposed License will allow the Library to continue operating from this location and allows continuity of service to clients in the City and surrounding unincorporated areas.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of process, structure, and operations by enriching the lives of the County's residents and visitors through access to cultural and lifelong learning programs at libraries, which serves the County's diverse unincorporated communities.

FISCAL IMPACT/FINANCING

The proposed license will provide the Library uninterrupted use of 64 parking spaces at a rate of one dollar annually. The City will maintain the parking lot and pay for utilities per the agreement.

6518 Miles Avenue Huntington Park	Existing License	Proposed License	Change
No. of Parking Spaces	78	64	-14 spaces
Term	20 years; currently month-to-month (4/21/1990–4/20/10)	10 years	+10 years
Annual Parking Rent	$1 for entire 20 year period	$1 per year	+$1 per year
Utilities & maintenance	County to reimburse City 2/3rds cost to maintain lot	City to pay for utilities and maintenance	-utilities and maintenance
Cancellation	County may cancel upon withdrawal from Library system.	City with 30 days notice; County with 90 days notice.	+City right to cancel
Option to Extend	None	Two 5-year options	+Two 5-year options
Rental Adjustments	None	None	No change

Under the original JPA and parking lease, the County was responsible for reimbursing the City two-thirds of the costs of maintenance of the premises. Under the proposed license, the City will pay for utilities, maintenance, and repairs.

Sufficient funding for the proposed license is included in the Fiscal Year 2012-13 Library budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed License contains the following terms and conditions:

- The license includes 64 unreserved Huntington Park Civic Center parking spaces for Library patrons and staff.
- Commencement of new rent and 10-year term upon approval by the Board.
- The parking rate will be one dollar per year for ten years.
- City maintains and is responsible for the Library parking lot fixtures and utilities.
- A cancellation provision allows the County to cancel anytime with 90 days notice, and the City with 30 days written notice.
- Two five-year options to extend the license at the same terms and conditions.

The City constructed the improvements and is responsible for all maintenance, repairs, ADA compliance, code regulations, rules, and ordinances enacted or promulgated by any public or governmental authority or agency.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has concluded that this project is exempt from California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed license agreement will adequately provide the necessary parking spaces for the County requirement. The Library concurs with the proposed license recommendations.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return three originals of the executed license agreement, two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
CEM:FC:ls

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Library

BL-6518 Miles Ave. HP Library

Attachment A

PUBLIC LIBRARY – HUNTINGTON PARK CIVIC CENTER
6518 MILES AVENUE, HUNTINGTON PARK
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]			X
	B	Does lease co-locate with other functions to better serve clients?[2]			X
	C	Does this lease centralize business support functions?[2]			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person?1			X
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program?	X		
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment B?	X		
	G	Was build-to-suit or capital project considered?		X	
3.	**Portfolio Management**				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			X
		1. ___ The program clientele requires a "stand alone" facility.			
		2. _X_ No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?[2]	X		
	F	Has growth projection been considered in space request?			X
	G	Has the Dept. of Public Works completed seismic review/approval?			X

[1]As approved by the Board of Supervisors 11/17/98

[2]If not, why not?

Attachment B

PUBLIC LIBRARY
6518 MILES AVENUE, HUNTINGTON PARK
PARKING SEARCH ONE QUARTER MILE RADIUS

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	SQFT Available	Parking Spaces	Pkg Available
5466	PUBLIC LIBRARY-HUNTINGTON PARK LIBRARY	6518 MILES AVE, HUNTINGTON PARK 90255	OWNED	33,482	24,243	NONE		
A320	MENTAL HEALTH-WELLNESS CENTER	2675 ZOE AVE, HUNTINGTON PARK 90255	LEASED	2,574	2,445	NONE	7	NONE
3709	HUNTINGTON PARK COURTHOUSE	6548 MILES AVE, HUNTINGTON PARK 90255	GROUND LEASE	29,954	21,359	NONE		
T409	HUNTINGTON PARK COURTHOUSE ANNEX	6548 MILES AVE, HUNTINGTON PARK 90255	GROUND LEASE	4,480	4,000	NONE		
A270	SHERIFF SUBSTATION	2152 E FLORENCE AVE, HUNTINGTON PARK 90255	LEASED	974	925	NONE		
C740	DPSS-FLORENCE AP DISTRICT OFFICE	1740 E GAGE AVE, LOS ANGELES 90001	OWNED	60,000	28,601	NONE	198	NONE
C741	DPSS-FOOD STAMPS/ FISCAL SERVICES OFFICE	6367 S HOLMES AVE, LOS ANGELES 90001	OWNED	5,220	3,872	NONE		
A190	PUBLIC LIBRARY-BELL LIBRARY	4411 E GAGE AVE, BELL 90201	LEASED	4,863	3,515	NONE	6	NONE
Y425	PUBLIC LIBRARY-FLORENCE LIBRARY	1610 E FLORENCE AVE, LOS ANGELES 90001	OWNED	5,124	4,448	NONE		
D030	PUBLIC LIBRARY-MAYWOOD CESAR CHAVEZ LIBRARY	4323 E SLAUSON AVE, MAYWOOD 90270	GRATIS USE	3,362	2,881	NONE		
6400	DCSS-FLORENCE / FIRESTONE SERVICE CENTER	7807 S COMPTON AVE, LOS ANGELES 90001	OWNED	15,929	8,834	NONE		
6819	PROBATION-FIRESTONE AREA OFFICE	8526 S GRAPE ST, LOS ANGELES 90001	OWNED	15,431	10,475	NONE	53	NONE
0017	PW ROAD-DIV #141/241 MAINTENANCE YARD OFFICE	2120 E 90TH ST, LOS ANGELES 90002	OWNED	1,000	900	NONE		
0018	PW ROAD-DIV #141/241 MAINTENANCE YARD OFFICE	2120 E 90TH ST, LOS ANGELES 90002	OWNED	600	540	NONE		
B995	DAVID V KENYON JUVENILE JUSTICE CENTER	7625 S CENTRAL AVE, LOS ANGELES 90001	OWNED	18,108	12,335	NONE		
Y264	PROBATION-KENYON JUSTICE CENTER OFFICE	7672 S CENTRAL AVE, LOS ANGELES 90001	OWNED	4,505	2,190	NONE	37	NONE

License Agreement Between the City of Huntington Park and the County of Los Angeles Public Library for Parking

THIS LICENSE AGREEMENT (the "License" or "Agreement"), is approved and entered into as of this _____ day of _____, 2012, by and between the **COUNTY OF LOS ANGELES** , a body politic and corporate (hereinafter referred to as "LICENSEE") and the **CITY OF HUNTINGTON PARK**, a municipal corporation and California general law city (hereinafter referred to as "LICENSOR") with reference to the following facts:

RECITALS

WHEREAS, the City of Huntington Park owns certain real property which LICENSEE desires to use for employee, staff and patron parking; and

WHEREAS, the City of Huntington Park wishes to grant LICENSEE permission to use that certain property for consideration described herein.

NOW THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

AGREEMENT

Section 1 Grant of License and Use of Property. In consideration of the License Fee, LICENSOR grants a non-exclusive license to LICENSEE to use property, a parking lot consisting of sixty-four (64) parking spaces (described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference and further referred to in Section 15), and from time to time amended by LICENSOR in its sole discretion (hereinafter "Property") for the purposes of providing parking to LICENSEE's staff, employees, invitees and library patrons.

Section 2 License Fee. LICENSEE shall pay One DOLLAR ($1.00) per Year to the LICENSOR as a License Fee or rent for the use of the Property.

Section 3 Term; Extensions.

(a) Subject to Section 6 of this Agreement, the term of this License shall be for ten (10) years, commencing upon full execution of the parties and expiring ten years thereafter.

(b) LICENSEE may extend this License for two (2) consecutive additional terms; each term shall be no more than five (5) years. LICENSEE must send written notice to LICENSOR by letter from LICENSEE's Chief Executive Office at least sixty (60) days prior to the expiration of the Agreement each time it intends to extend the License term. Prior to any extension becoming effective, the notice of extension must be acknowledged in writing by the City Council or its duly authorized agent; alternatively, if no action is taken to acknowledge the notice of extension, the extension will automatically go into effect sixty (60) days after receipt of the notice by City.

Section 4 Conditions to Use.

(a) Maintenance of Property. LICENSOR agrees to maintain the Property in good order and in a safe and sanitary condition, including providing utilities to the Property and re-painting parking stalls. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Property by LICENSEE's staff, employees or invitees. Should property damage occur as a result of negligence or misuse by LICENSEE, LICENSOR shall provide to LICENSEE documentation of said damage and include with it a cost estimate for LICENSEE to review prior to submission to LICENSEE of an invoice for repair or replacement. In the event that LICENSEE fails to provide repairs or replacements, LICENSOR may, at LICENSOR's sole discretion, undertake any such repairs or replacement of the damaged Property, and LICENSEE shall reimburse LICENSOR for the costs of such repairs within thirty (30) days of invoice by LICENSOR.

(b) Non-Interference with Municipal Activities. It is further agreed that this License shall not grant LICENSEE the right to interfere with any municipal activities of LICENSOR with regard to the Property. For purposes of this Agreement, "municipal activities" includes, but is not limited to, activities such as: emergency or natural disaster operations area, building and facilities and utilities maintenance, landscape maintenance, material loading/unloading, material storage/handling/disposal, minor construction, parking lot maintenance, vehicle and equipment cleaning/storage, permitted events (e.g. food drives, blood drives, etc.). LICENSOR will make reasonable effort to ensure its use of the Property for any municipal activities (if and when necessary) is limited to the greatest extent possible so as not to interfere unreasonably with LICENSEE's use hereunder.

(c) Access to Premises. LICENSOR reserves the right to enter the premises at any and all times for reasonable purposes. No right reserved by LICENSOR in this clause shall be exercised as to interfere unreasonably with LICENSEE's use hereunder.

(d) Insurance.

(i) Public Liability and Properties Damage. LICENSEE agrees to maintain in full force and effect throughout the duration of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Property under this License. Such insurance shall be in amounts not less than $1,000,000 per occurrence; $3,000,000 for general aggregate and $1,000,000 for property damage.

(ii) Automobile Liability. LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the Property a suitable policy or policies of automobile liability insurance with a combined single limit of $1,000,000 per accident throughout the duration of the License.

(iii) Workers' Compensation. LICENSEE shall also maintain, in full force and effect throughout the term of this License, Workers' Compensation insurance in

accordance with the laws of California, and employers' liability insurance with a limit of not less than $500,000 per employee and $500,000 per occurrence.

(iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(v) Insurance Endorsements. Concurrent with the execution of the License and prior to any use by LICENSEE of the Property, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein.

(vi) Self-Insurance. LICENSEE shall have the right to self-insure for any and all of the insurance requirements set forth herein.

(e) Indemnification. LICENSEE shall be responsible for, and LICENSOR shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the negligent and/or reckless acts, or willful misconduct of LICENSEE, its agents, officers, employees, guests or invitees, resulting from LICENSEE's activities on the Property. LICENSEE shall indemnify and defend LICENSOR, its elected and appointed officials, directors, officers, agents, employees, and invitees against and will hold and save each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with this License or LICENSEE's activities on or use of the Property, excluding such actions, claims, damages to persons or Property, penalties, obligations or liabilities arising from the negligence or willful misconduct of LICENSOR, and in connection therewith.

(i) Actions Filed. LICENSEE shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses incurred in connection therewith.

(ii) Judgments Rendered. LICENSEE shall promptly pay any judgment rendered against LICENSEE or LICENSOR covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the Property referred to herein and agrees to save and hold LICENSOR harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event LICENSOR is made a party to any action or proceeding filed or prosecuted against LICENSEE for such damages or other claims arising out of the use of and operations on the Property referred to herein, LICENSEE agrees to pay LICENSOR any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its elected and appointed officials, directors, officers and employees and each of them from any claim or cause

of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, LICENSOR's authority to enter into this Agreement and/or authority to grant LICENSEE this License.

The provisions of this Section 4(e) shall survive the termination or expiration of this License.

(f) Condition of Invitee Use. As a condition for any invitee (or vendor) of LICENSEE to enter onto and/or use the Property, LICENSEE shall ensure that each invitee (or vendor) has signed an acknowledgment agreeing to the applicable provisions of this agreement, particularly with Section 4, 5, 11 and 13. LICENSEE shall present to the LICENSOR prior to use of the Property, such signed acknowledgment and agreement. In addition, LICENSEE shall provide to LICENSOR a list of proposed invitees (or vendors) and their respective proposed uses of the Property, including but not limited to, all items or goods proposed to be sold on the Property by such invitee (or vendor). The LICENSOR shall at its sole discretion have the authority to deny any invitee (or vendor) the right to conduct activities on the Property. The term "invitee" as used in this section and throughout the Agreement herein shall not include library patrons.

Section 5 Compliance With Law. LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Property, enacted or promulgated by any public or governmental authority or agency, including without limitation LICENSOR, having jurisdiction over the Property.

Section 6 Revocation/Termination; Default. Notwithstanding anything to the contrary in this Agreement whether express or implied, this License shall be revocable at any time by LICENSOR, upon thirty (30) days written notice, provided LICENSOR decided, in its sole discretion, that either (1) LICENSOR requires the exclusive use of the Property; (2) LICENSEE's use of the Property is inconsistent with LICENSOR's use of the Property; (3) LICENSEE's use of the Property is in violation of any provision of this Agreement; (4) LICENSEE's use interferes with LICENSOR's municipal operations, programs or activities at the Property; or (5) LICENSEE's use is in violation of any laws or regulations or policies of LICENSOR.

This Agreement shall be deemed in default if LICENSEE (1) fails to make a required payment in a timely manner, (2) fails to provide required proof and continuously maintain all necessary insurance, (3) misuses the Property, and fails to stop the misuse when informed by LICENSOR, (4) violates any law of an involved jurisdiction, (5) holds over without LICENSOR's written permission or approval, (6) breaches any of the terms and conditions contained in this Agreement. If a default is not cured within seven (7) calendar days of notice to LICENSEE, irrespective of holidays or weekends, LICENSOR has the right to take immediate possession of the Property as permitted by law, without further notice or process of law if permitted, and terminate all license of Property to LICENSEE.

LICENSEE may terminate this License if LICENSOR is in default of or has breached any of the terms and conditions contained herein. LICENSEE must give written notice to LICENSOR of any default or breach. If a default or breach is not cured by LICENSOR within fifteen (15) calendar days after written notice is received, LICENSEE shall have the right to terminate the agreement immediately upon written notice. Furthermore, LICENSEE may terminate this License at any time by providing LICENSOR at least 90 days prior written notice.

Section 7 Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Property; and therefore, LICENSOR has the right to utilize the Property at any time. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in the real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure to refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This License shall be governed by the laws of the State of California.

Section 8 Attorneys' Fees [THIS SECTION IS INTENTIONALLY OMITTED].

Section 9 Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

Section 10 Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LICENSOR: City Of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255
Attn: City Manager

With a Copy to: H. Francisco Leal, City Attorney
LEAL & TREJO, APC
707 Wilshire Blvd., Suite 3700
Los Angeles, CA 90017

If to LICENSEE: Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, CA 90012

With a copy to: Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate
Fax: Number (213) 217-4971

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11 Employees/Independent Contractors. For purposes of this Agreement, all persons employed by LICENSEE in the performance of services and functions with respect to this Agreement shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction, direction or control of LICENSOR, nor shall such LICENSEE employees have any LICENSOR pension, civil service, or other status while an employee of the LICENSEE.

LICENSEE and its employees and invitees shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties that LICENSEE and its employees and invitees, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of LICENSOR.

Section 12 Assignment. LICENSEE shall not assign this License without the prior written approval of LICENSOR. LICENSOR reserves the right to reject any and all requests for assignment by LICENSEE in LICENSOR's sole discretion. Any assignment by LICENSEE without prior written approval shall automatically and without notice terminate this License.

Section 13 Nondiscrimination. In utilizing the License, LICENSEE and its employees and invitees shall not discriminate against any person on account of race, color, religion, sex, marital status, national origin, or ancestry.

Section 14 Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding or continuing breach of the same or other covenants, agreements, restrictions or conditions contained in this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

Section 15 Exhibits. The following exhibits which are attached hereto are incorporated herein and made a part of this License. The Property to be used by LICENSEE is understood to be at the sole discretion of LICENSOR and may be changed from time to time by LICENSOR upon reasonable notice to LICENSEE:

Exhibit A: Legal Description of Property
Exhibit B: Plat Map (Diagram) Description

Section 16 Force Majeure. An occurrence of a Force Majeure event suspends either party's obligation to perform under this Agreement. A Force Majeure event is a catastrophic event such as earthquake, flood, tornado, fire, riot, and war or other event making performance impossible and which is beyond either party's control. If a Force Majeure event continues for five days or more, either party may terminate this agreement by written notice to the other, and early termination provisions shall not apply. Force Majeure shall not extinguish LICENSEE's liability for loss or damage to the Property, as well as injury and property damage occurring on the Property.

[THIS SECTION INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

LICENSEE:
County of Los Angeles
a body politic and corporate

_____
Zev Yaroslavsky
Chairman, Board of Supervisors

ATTEST:
Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By:_____
Deputy

APPROVED AS TO FORM:
JOHN F. KRATTLI
Acting County Counsel

By:_____
Amy M. Caves
Senior Deputy County Counsel

LICENSOR:
City of Huntington Park

_____
Andy Molina, Mayor

ATTEST:

_____
Rosanna Ramirez, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF A PORTION OF A CITY PARKING LOT

Being a portion of Lot A, of Tract No. 1349, recorded in Map Book 20, Page 8, of Maps, in the City of Huntington Park, County of Los Angeles, State of California, on file in the Office of the Los Angeles County Recorder, the Point of Beginning, beginning the most southwesterly corner of said Lot A; thence,

North 88° 19' 00" East, 12.00 feet, to a point in the present, easterly, rights of way line of Miles Avenue, a public street, 84.00 feet wide, the center line of which bears North 01° 41' 00" West; thence,

North 01° 41' 00" West, 367.45 feet to Point 1, being the intersection of the existing easterly rights of way line of said Miles Avenue and the northerly line of the present County Library property, owned by Los Angeles County; thence,

North 88° 19' 00" East 180.00 feet, to the TRUE POINT OF BEGINNING, said point also being the northwesterly corner of said Library property; thence,

North 88° 19' 00" East, 120.46 feet; thence,

South 01° 41' 00" East, 243.00 feet; thence,

South 88° 19' 00"West, 120.46 feet; thence,

North 01° 41' 00" West, 87.54 feet; thence,

South 88° 19' 00" West, 180.00 feet, to a point in the present easterly rights of way line of said Miles Avenue; thence,

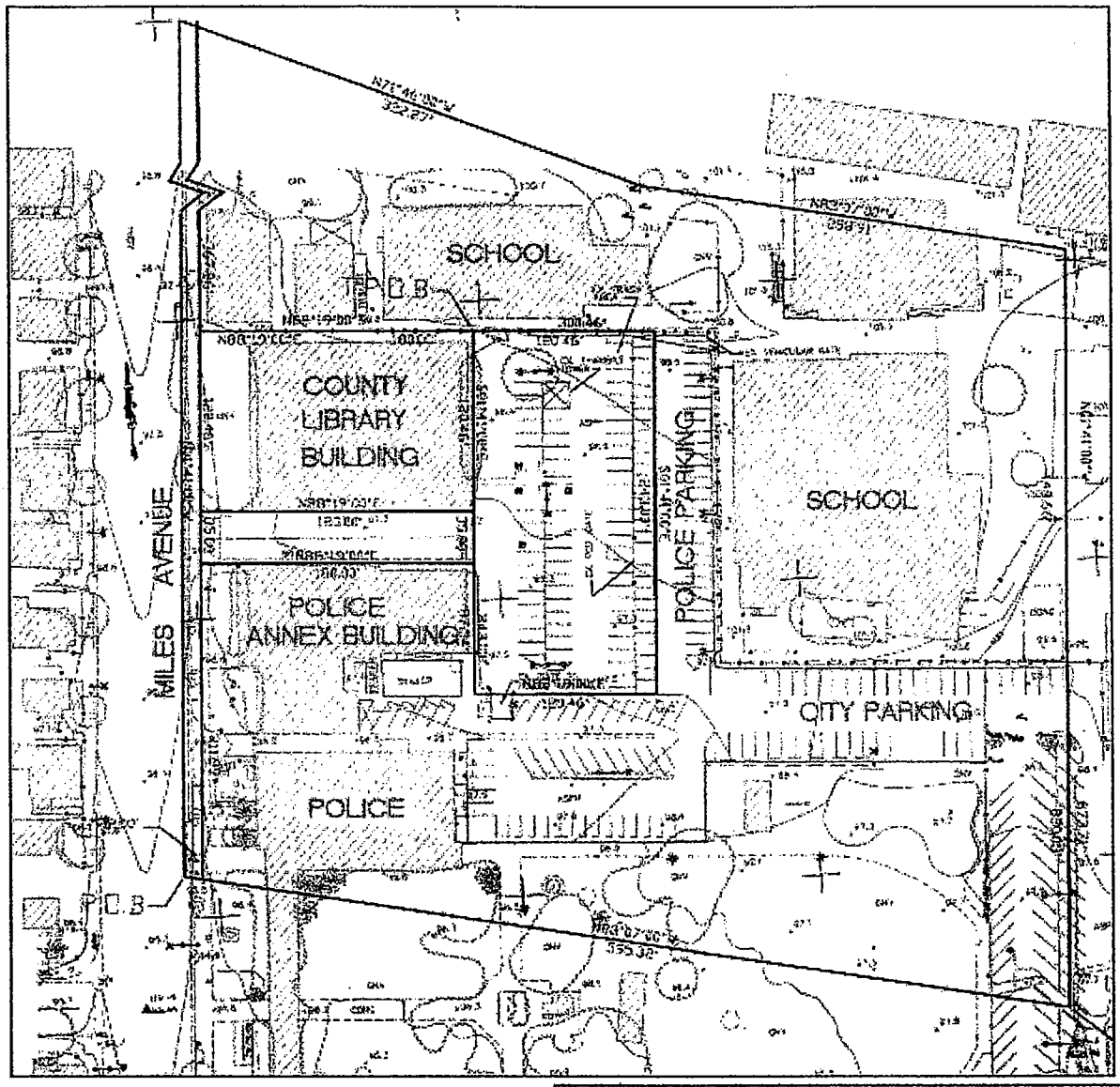
North 01° 41' 00" West, 35.00 feet, along the present easterly rights of way line of said Miles Avenue; thence,

North 88° 19' 00" East, 180.00 feet, along the southerly line of said Library property, to the southeast corner of said Library property; thence,

North 01° 41' 00" West, 120.46 feet, to the TRUE POINT OF BEGINNING.

EXHIBIT B

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



W. R. LIND, INC.

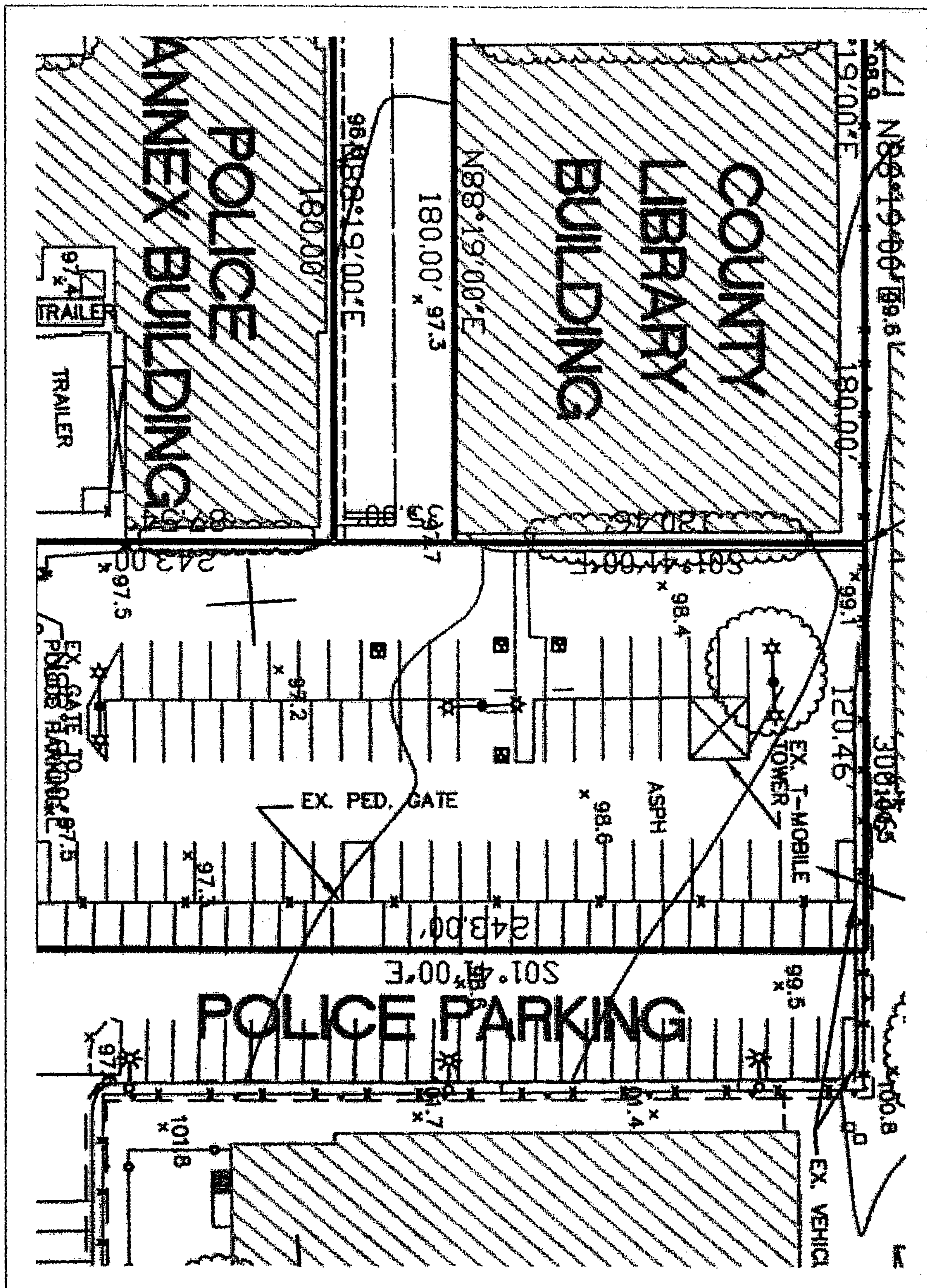
149 E. ST. JOSEPH STREET
ARCADIA, CALIFORNIA 91006
PH (626) 447-4274

REGISTERED PROFESSIONAL ENGINEER
WESLEY R. LIND
No.16362
Exp. 6/30/11
CIVIL
STATE OF CALIFORNIA

PARKING LICENSE

DESIGNED BY	W. R. LIND.
DRAWN BY:	DKS
DATE:	02/21/11
SCALE:	1" = 100'

SHEET 1 OF 1 SHEETS


COUNTY LIBRARY BUILDING
POLICE ANNEX BUILDING
POLICE PARKING
TRAILER
TRAILER
EX. PED. GATE
EX. T-MOBILE TOWER
ASPH
EX. VEHICL
N88°19'00"E
180.00'
S01°41'00"E
243.00'
120.46'