



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 November 14, 2017

LORI GLASGOW
EXECUTIVE OFFICER

November 14, 2017

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
USE AGREEMENTS BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF LOS ANGELES
CABALLERO CREEK PARCELS 36 AND 37
LOS ANGELES RIVER PARCELS 371, 386, 416, 420, 469, 482,
484, 515, 536, 537, 558, 592, 1273, AND 1277
IN THE COMMUNITIES OF ENCINO, CANOGA PARK, AND WOODLAND HILLS
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to approve two use agreements between the Los Angeles County Flood Control District and the City of Los Angeles for public recreational purposes in the communities of Encino, Canoga Park, and Woodland Hills in the City of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find these projects categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that a 25-year use agreement for public recreational purposes along a portion of Caballero Creek Parcels 36 and 37 and Los Angeles River Parcels 420, 515, and 558, in the community of Encino, in City of Los Angeles, between the Los Angeles County Flood Control District and the

City of Los Angeles, will not interfere or be inconsistent with the use of the parcels for the purposes of the Los Angeles County Flood Control District.

3. Find that a 25-year use agreement for public recreational purposes along Los Angeles River Parcels 371, 386, 416, 469, 482, 484, 536, 537, 592, 1273, and 1277, in the communities of Canoga Park and Woodland Hills, in the City of Los Angeles, between the Los Angeles County Flood Control District and the City of Los Angeles, will not interfere or be inconsistent with the use of the parcels for the purposes of the Los Angeles County Flood Control District.

4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to sign the use agreements and authorize delivery to the City of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board of Supervisors, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to enter into two use agreements, in substantially the same form as the enclosed agreements, with the City of Los Angeles for the City's use of the LACFCD right of way for public recreational purposes. The City has two separate projects: The Los Angeles River and Caballero Creek Confluence Park project and the Los Angeles River Bike Path – Headwaters – Owensmouth Avenue to Mason Avenue project.

The City's Los Angeles River and Caballero Creek Confluence Park project involves construction, operation, and maintenance of ornamental fencing, vehicle ramps, and a walking trail and will affect portions of Caballero Creek and Los Angeles River located between Wynne Avenue and Lindley Avenue, in the community of Encino, in the City of Los Angeles, as shown on Exhibit A in Use Agreement No. 16-02 (Enclosure A). Mountains Recreation and Conservation Authority (MRCA) has obtained funding for public recreational purposes and will construct the improvements on behalf of the City. The City will operate and maintain the improvements.

The City's Los Angeles River Bike Path – Headwaters – Owensmouth Avenue to Mason Avenue project involves construction of a 12- to 16-foot-wide paved bike path, lighting system, railing, traffic striping and signs, retaining walls, and two underpasses and will affect portions of the Los Angeles River located between Owensmouth Avenue and Mason Avenue, in the communities of Canoga Park and Woodland Hills, in the City of Los Angeles, as shown on Exhibit A in Use Agreement No.18-05 (Enclosure B).

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The City's proposed uses will enhance river aesthetics, provide public recreational opportunities, and improve social well-being of our communities; thereby, improving the quality of life for the residents of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for these use agreements since the use of the LACFCD right of way is for public recreational purposes. The Los Angeles County Flood Control Act provides for the LACFCD right of way to be used for these purposes as long as the public recreational purposes are compatible with LACFCD's use of the property for flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Each use agreement is for a term of 25 years and is authorized by Section 2, subsection 14, of the Los Angeles County Flood Control Act. This section authorizes the LACFCD "To provide, by agreement with other public agencies... for the recreational use of the lands, facilities, and works of the district, which shall not interfere or be inconsistent, with the primary use and purpose of the lands, facilities, and works by the district."

County Counsel has reviewed the use agreements and will be approved as to form upon execution of the Use Agreements by LACFCD.

ENVIRONMENTAL DOCUMENTATION

The City's projects are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301, 15303, 15304, and 15311 of the CEQA Guidelines and Classes 1, 3, 4, and 11 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for minor alteration of existing public facilities, new construction of small structures, minor alterations to land, and construction of accessory structures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the joint use of the LACFCD's right of way without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:GE:el

Enclosures

c: Auditor-Controller (Accounting Division–Asset
Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

ENCLOSURE A

Use Agreement No. 16-02
Project Name: Caballero Creek
Parcels: 36 and 37
Project Name: Los Angeles River
Parcels: 420, 515, and 558
Right-of-Way Map Nos.: 137-RW3.1 and 19-RW7
Assessor's Identification No.: 2124-018-906
Thomas Guide Page/Grid: 531-A7
Supervisorial District: 3

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as DISTRICT,

and the

CITY OF LOS ANGELES,
a municipal corporation, acting by and through its
BOARD OF RECREATION AND PARK COMMISSIONERS
herein referred to as USER

RECITALS

WHEREAS, DISTRICT owns fee and easement interests to portions of Caballero Creek and Los Angeles River generally located at the confluence of Caballero Creek and Los Angeles River between Wynne Avenue and Lindley Avenue in the City of Los Angeles, State of California, and as more particularly shown hachured on Exhibit A, attached hereto and made a part hereof, hereafter referred to as PREMISES; and

WHEREAS, USER proposes to use a portion of PREMISES to operate and maintain a greenway in connection with the project known as the Caballero Creek Confluence Park, hereinafter referred to as Project; and

WHEREAS, the Mountains Recreation and Conservation Authority has obtained funding for public recreational purposes and proposes to construct certain improvements on the PREMISES in connection with the Project, including but not limited to fencing, gateways and vehicle ramps, paving, and walking trails, hereafter referred to as IMPROVEMENTS.

WHEREAS, USER proposes to operate and maintain IMPROVEMENTS on PREMISES in connection with the Project.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
- 1.2. USER acknowledges that Caballero Creek and Los Angeles River are working flood protection and water conservation facilities and USER'S use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and USER'S use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
 - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within Caballero Creek and Los Angeles River. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of the IMPROVEMENTS, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation, and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the USER'S use or constitute unreasonable interference.

- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT, hereinafter collectively referred to as THIRD-PARTY APPROVALS, if any, and is the responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the Project or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- 2.2. USER shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS to and shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspections Section, of the County of Los Angeles Department of Public Works. USER shall also obtain DISTRICT'S prior written approval should USER propose to make any changes to the approved plans and specifications. DISTRICT shall have the right to refuse to issue a permit to USER if the PROJECT, or IMPROVEMENTS, or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).

- 2.4. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved as-built plans.
- 2.5. USER shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall adhere to the minimum maintenance standards as described in Exhibit B attached hereto and made a part hereof, during the term of this Use Agreement and shall not permit trash and debris including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. USER shall remove graffiti from PREMISES and IMPROVEMENTS and from any walls, fences, and signs that are located within the PREMISES anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. USER shall replace or repair any property of DISTRICT that becomes damaged by USER or any person entering PREMISES at USER'S invitation or consent, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT or USER shall compensate DISTRICT for the damage within thirty (30) days of the USER'S receipt of an invoice from DISTRICT.
- 2.8. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS, or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), commencing upon execution by DISTRICT subject to DISTRICT'S right to terminate USER'S use as provided for in Section 4 below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, upon approval by DISTRICT'S Board of Supervisors, may extend the term of this Use Agreement beyond the Initial

Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES, pursuant to this Use Agreement, by giving USER at least ninety (90) days' prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, the PREMISES for watershed management purposes including flood control, water conservation, and water quality; and
 - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified USER of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to IMPROVEMENTS or USER'S use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least sixty (60) days' prior written notice if: (1) USER breaches any term or condition of this Use Agreement, or (2) changes in federal, state or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER'S use of PREMISES, pursuant to this Use Agreement, or, in DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency as defined in Public Contract Code Section 1102. In the

event of an emergency, USER shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.

- 4.5. USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days' prior written notice.

SECTION 5. Removal of IMPROVEMENTS and Restoration of PREMISES

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore PREMISES to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENTS on PREMISES.
- 5.2. Prior to commencing the removal of IMPROVEMENTS, USER shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspections Section, of the County of Los Angeles Department of Public Works.
- 5.3. If USER fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of USER'S use of PREMISES pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

- 6.1. Indemnification
 - 6.1.1. In accordance with California Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, use, or removal of IMPROVEMENTS or USER'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct of DISTRICT.
- 6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees, and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct of the USER.
- 6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to or destruction of IMPROVEMENTS or to the PREMISES attributable to DISTRICT'S watershed management activities including any flood control, water conservation, or water quality activities on or adjacent to, PREMISES or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.
- 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.
- 6.2. Without limiting USER'S indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
- Commercial General Liability and property damage coverage with a combined single-limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.

- Workers' Compensation coverage in such amount as will fully comply with the laws of the State of California, which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
 - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees, shall be named as Additional Insured on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER'S insurance coverage no later than ten (10) working days after execution of the Use Agreement, but before USER takes possession of PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate of Insurance evidencing USER'S continued insurance coverage as required herein.
 - The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER'S use except as provided in Section 6.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives, for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.

- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of USER'S hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all costs and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage, or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.
- 6.7. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the U.S. mail, duly registered or certified with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
Telephone: (626) 458-7023 or (626) 458-7072, Fax: (626) 979-5322
For Emergencies, contact (626) 458-HELP (4357)

To USER:

Iris Davis, Commission Executive Assistant II
City of Los Angeles Department of Recreation and Parks
Board of Recreation and Park Commissioners
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012
Telephone: (213) 202-2640, Fax: (213) 202-2610

IN WITNESS WHEREOF, the parties hereto have executed this Use Agreement as of the dates of their respective signatures.

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

MARK PESTRELLA
Director of Public Works

USER:

CITY OF LOS ANGELES, a municipal
corporation, acting by and through its
BOARD OF RECREATION AND
PARK COMMISSIONERS

By _____
Greg Even
Acting Assistant Deputy Director

Date _____

By _____
President

By _____
Secretary

Date _____

ATTEST:

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk
City of Los Angeles

By _____
Deputy City Attorney

Date _____

Council File Number:

Date of Approval:

Said Agreement is No. ____ of City Contracts

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date _____

APPROVED AS TO FORM:

By _____
MICHAEL N. FEUER
City Attorney

Date _____

ACKNOWLEDGMENT FORM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

) ss.

COUNTY OF _____

On _____, before me, _____, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared _____
(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

) ss.

COUNTY OF LOS ANGELES

On _____, before me, _____, Deputy Clerk of the County
of Los Angeles, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

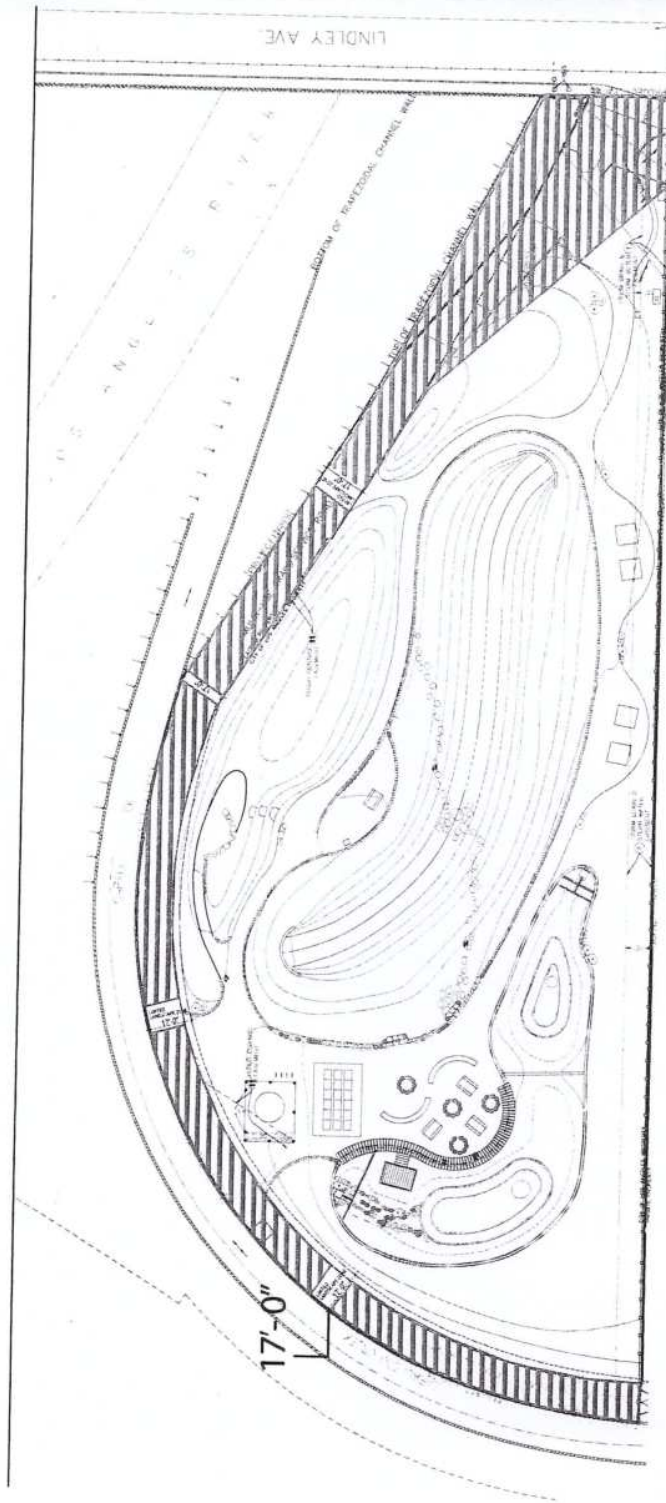
WITNESS my hand and official seal.


DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

Exhibit A



 PROPOSED AREA FOR USE AGREEMENT
FOR PUBLIC RECREATIONAL PURPOSES
ALONG LOS ANGELES RIVER



0 ft 250ft

EXHIBIT B
SCOPE OF WORK: LANDSCAPE MAINTENANCE

<u>Action</u>	<u>Description</u>	<u>Frequency</u>
Tree Trimming	Remove dead, deceased, insect-infested and damaged branches and limbs	As needed
	Prune Elm, Eucalyptus, and Pepper trees	Every two (2) years
	Prune all other trees	Every three (3) years
	Dispose of all trees downed by natural or unnatural causes	As needed
Tree Staking	Install stakes when tree is damaged, requires support, or is less than three (3) inches in diameter	As needed
	Check ties and stakes	Once (1) a month
Shrubbery/ Vines Trimming	Shrubs and vines shall be trimmed to restrict growth onto the adjacent roads, driveways, and walkways	As needed
	Shrubs should be trimmed to not grow taller than 4 feet, and no shorter than 3-1/2 feet	Once (1) a year, in March
	Trimming should look natural – no shearing	
	Remove dead or diseased plant materials	As needed
Ground Cover Trimming and Care	Keep ground covers adjacent to roadways away from paved surfaces	Twice (2) a year, in March and September
	Edges should look natural – no shearing	
Ornamental Grass Trimming	Trim vines and ornamental grass in an artisan-like manner – no scalping	Once (1) a year, in September
	Ornamental grass and vines along bicycle trails	Twice (2) a year, in March and September
Weed Control	Keep landscaped areas free of weeds	Once (1) a week
	Remove all weeds from walkways, drainage areas, and cracks in all hard surface areas	Once (1) a week
Litter Control	Remove litter and accumulated debris from landscaped areas	Once (1) a week
	Empty and clean trash cans/receptacles	Once (1) a week
	Replace pet litter bags	Once (1) a week
	DO NOT handle hazardous waste materials	
Watering and Irrigation System	Operation of automatic irrigation controllers in a way to not cause excessive wetness	
	Inspect and maintain irrigation system	As needed
Rodent Control	Maintain all areas free of rodents, in compliance with Federal, State, and local laws – to be completed by California Certified Applicator	As needed

ENCLOSURE B

Use Agreement No. 18-05
Project Name: Los Angeles River
Parcels.: 371, 386, 416, 469, 482, 484, 536, 537,
592, 1273 and 1277
Right-of-Way Map Nos.: 19-RW 2.2 and 19-RW 3.2
Assessor's Identifications Nos.: 2138-006-901,
2138-011-900, 2138-011-902, 2138-017-900,
2138-017-901, 2138-022-901, 2138-023-900,
2138-029-902, and 2137-012-900
Thomas Guide Page/Grid: 530 A6-D6
Supervisory District: 3

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as DISTRICT,

and the

CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION,
herein referred to as USER

RECITALS

WHEREAS, DISTRICT owns fee title to portions of the Los Angeles River generally located between Owensmouth Avenue to Mason Avenue in the City of Los Angeles, State of California, and as more particularly shown hachured on Exhibit A, attached hereto and made a part hereof, hereafter referred to as PREMISES; and

WHEREAS, USER proposes to use a portion of PREMISES to develop, construct, operate, and maintain a bikeway in connection with the project known as the Los Angeles River Bike Path – Headwaters Project, hereinafter referred to as Project; and

WHEREAS, USER proposes to construct, operate, and maintain certain improvements on PREMISES in connection with the Project, including but not limited to a 12- to 16-foot-wide CLASS I BIKEWAY, paved path, bikeway lighting system, railing, traffic striping and signs, bikeway retaining walls, and two underpasses at Canoga Avenue and DeSoto Avenue, hereafter referred to as IMPROVEMENTS.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
- 1.2. USER acknowledges the Los Angeles River is a working flood protection and water conservation facility and USER'S use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and USER'S use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
 - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within the Los Angeles River. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of the PREMISES, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation, and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the USER'S use or constitute unreasonable interference.
- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT, hereinafter collectively referred to as THIRD-PARTY APPROVALS, if any, and is the

responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the PROJECT or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- 2.2. USER shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS and shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspections Section, of the County of Los Angeles Department of Public Works. USER shall also obtain DISTRICT'S prior written approval should USER propose to make any changes to the approved plans and specifications. DISTRICT shall have the right to refuse to issue a permit to USER if the PROJECT, or IMPROVEMENTS, or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 2.4. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved as-built plans.

- 2.5. USER shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall not permit trash and debris including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. USER shall remove graffiti from PREMISES and IMPROVEMENTS and from any walls, fences, and signs that are located within PREMISES anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. USER shall replace or repair any property of DISTRICT that becomes damaged by USER or any person entering PREMISES at USER'S invitation or consent, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT or USER shall compensate DISTRICT for the damage within thirty (30) days of the USER'S receipt of an invoice from DISTRICT.
- 2.8. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS, or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term) commencing upon execution by DISTRICT subject to DISTRICT'S right to terminate USER'S use as provided for in Section 4 below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, upon approval by DISTRICT'S Board of Supervisors, may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES, by giving USER at least ninety (90) days' prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, the PREMISES for watershed management purposes including flood control, water conservation, and water quality; and
 - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified USER of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to IMPROVEMENTS or USER'S use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least sixty (60) days' prior written notice if: (1) USER breaches any term or condition of this Use Agreement, or (2) changes in federal, state or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER'S use of PREMISES, or, at DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency as defined in Public Contract Code Section 1102. In the event of an emergency, USER shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.

- 4.5. USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days' prior written notice.

SECTION 5. Removal of IMPROVEMENTS and Restoration of PREMISES

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore PREMISES to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that District, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENT on PREMISES.
- 5.2. Prior to commencing the removal of IMPROVEMENTS, USER shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspections Section, of the County of Los Angeles Department of Public Works.
- 5.3. If USER fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of USER'S use of PREMISES pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.4. If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

- 6.1.1. In accordance with California Government Code Section 895.4, DISTRICT and USER agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any

nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, use, or removal of IMPROVEMENTS or USER'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct or sole negligence of DISTRICT.

6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees, and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct or sole negligence of the USER.

6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to or destruction of IMPROVEMENTS or to the PREMISES attributable to DISTRICT'S watershed management activities including any flood control, water conservation, or water quality activities on or adjacent to, PREMISES or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.

6.2. Without limiting USER'S indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Commercial General Liability and property damage coverage with a combined single-limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
- Workers' Compensation coverage in such amount as will fully comply with the laws of the State of California, which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed

by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.

- Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
 - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees, shall be named as Additional Insured on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER'S insurance coverage no later than ten (10) working days after execution of the Use Agreement, but before USER takes possession of PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate of Insurance evidencing USER'S continued insurance coverage as required herein.
 - The DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER'S use except as provided in Section 6.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives, for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be

unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of USER'S hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include costs or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage, or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.

- 6.7. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the U.S. mail, duly registered or certified with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
Telephone: (626) 458-7023 or (626) 458-7072; Fax: (626) 979-5322
For Emergencies, contact (626) 458-HELP (4357)

To USER:

Active Transportation-Bikeway Maintenance
City of Los Angeles, Department of Transportation
100 South Main Street, 9th Floor
Mail Stop No. 725
Los Angeles, CA 90012
Telephone: (213) 972-8470; Fax: (213) 972-8410

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This Use Agreement has been executed on behalf of DISTRICT and USER by and through their respective duly authorized representatives, on the _____ day of _____ 20__.

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

MARK PESTRELLA
Director of Public Works

By _____
Greg Even
Acting Assistant Deputy Director

Date _____

USER:

CITY OF LOS ANGELES, a municipal
corporation, acting by and through its
DEPARTMENT OF TRANSPORTATION

By _____
General Manager

Date _____

By _____
City Attorney

Date _____

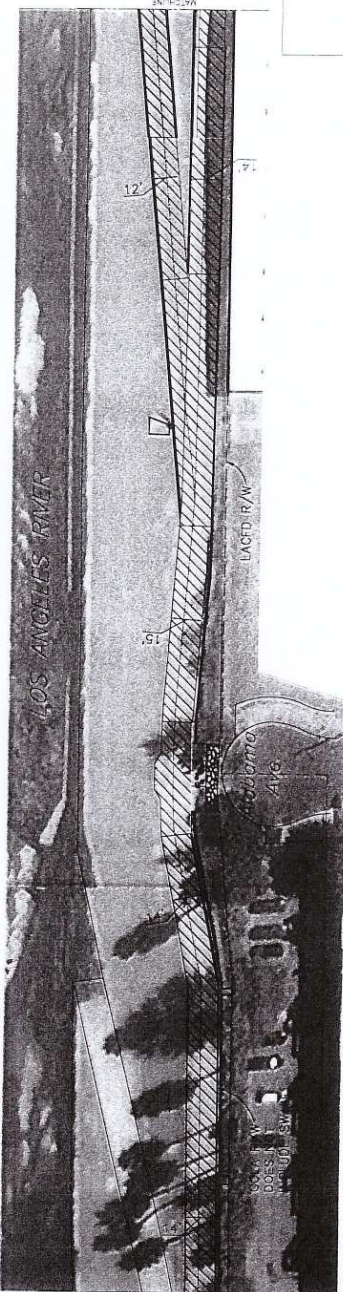
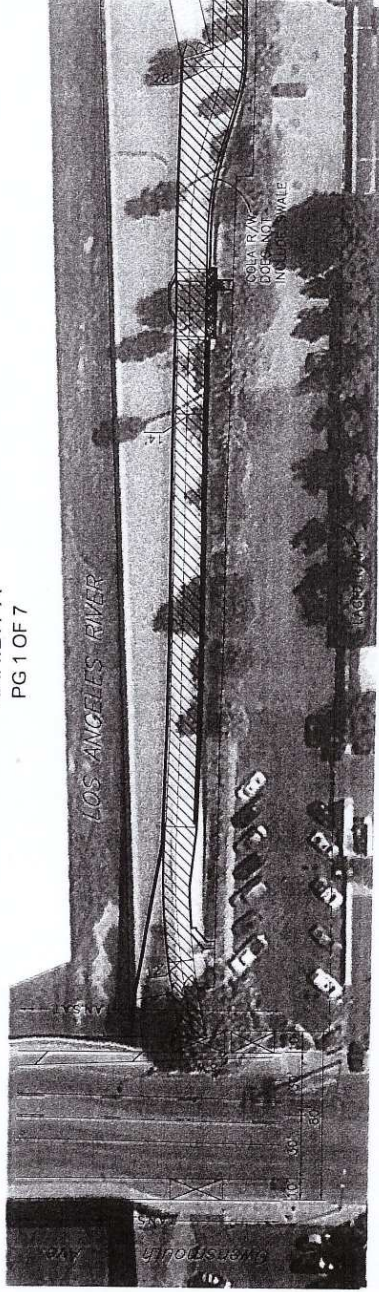
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date _____

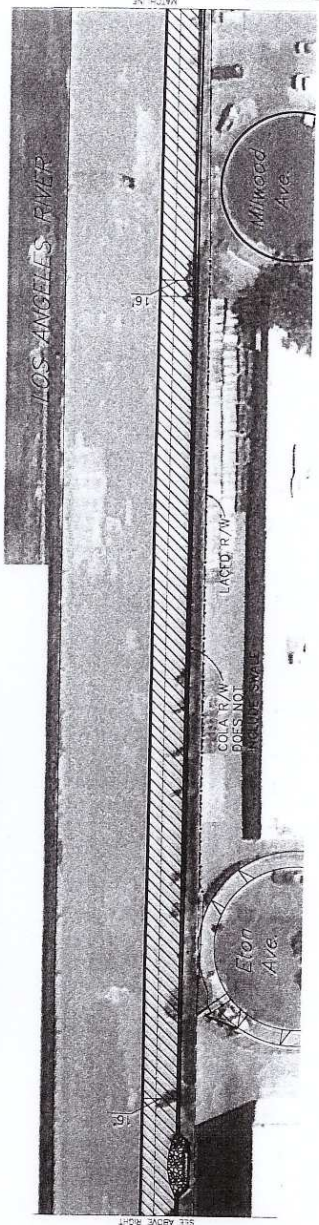
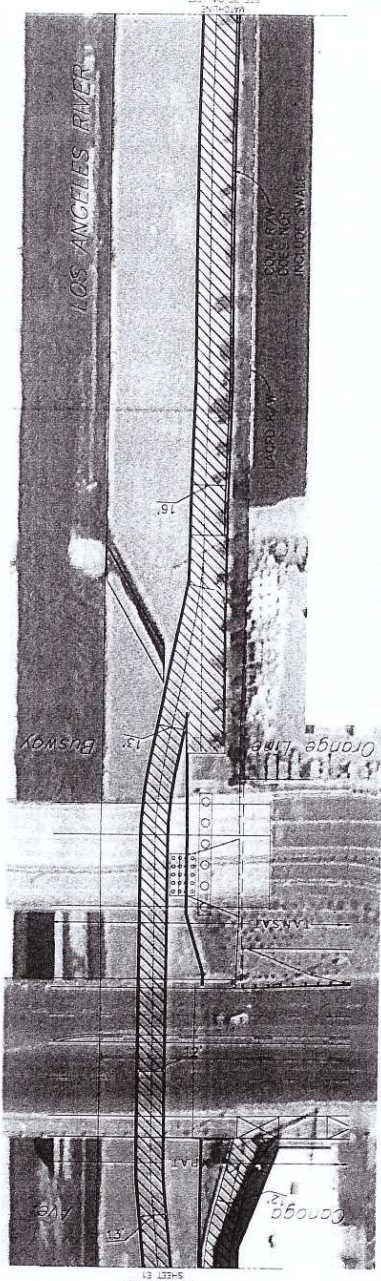
EXHIBIT A
PG 1 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR
PUBLIC RECREATIONAL PURPOSES ALONG
LOS ANGELES RIVER OF VARIABLE WIDTH

SHEET SCALE 1" = 200' INDEX NUMBER	
DEPARTMENT OF TRANSPORTATION DIRECTOR OF TRANSPORTATION LOS ANGELES RIVER HEADWATERS BIKE PATH DOWNSTREAM TO MADDEN AVE	
PROJECT NO. 1-10-10 SHEET NO. 1 OF 7	
DATE: 10/10/10	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
APPROVED BY: [Name]	
TITLE: [Title]	
SCALE: 1" = 200'	
SHEET NUMBER: [Number]	

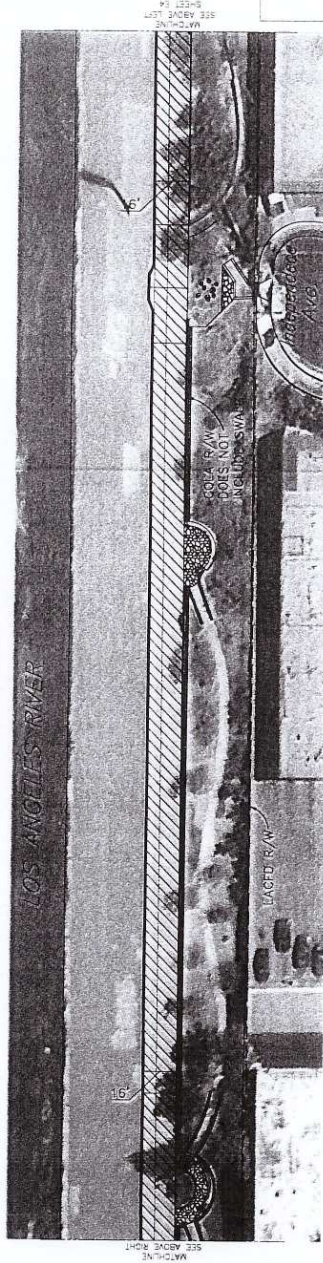
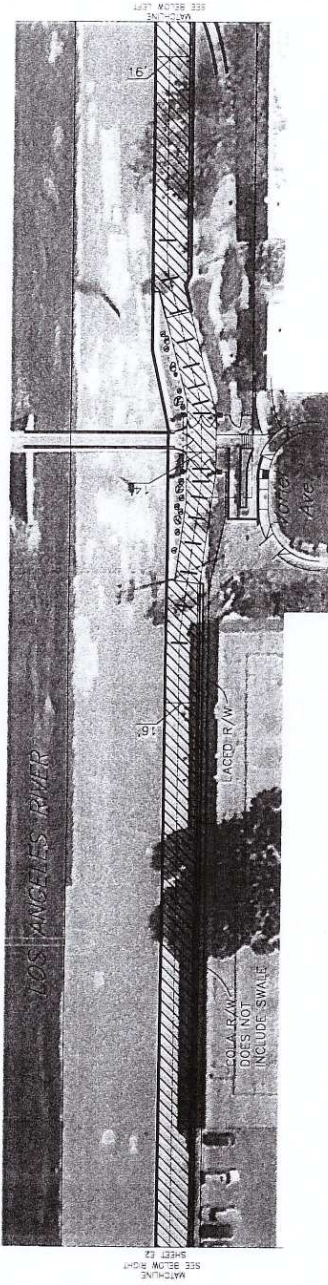
EXHIBIT A
PG 2 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR PUBLIC RECREATION ALONG LOS ANGELES RIVER OF VARIABLE WIDTH

PROJECT NO.	100-100-100-100	DATE	10/1/2010
SCALE	AS SHOWN	PROJECT	LOS ANGELES RIVER
DESIGNER	URS	CLIENT	LOS ANGELES RIVER
CHECKED	URS	PROJECT NO.	100-100-100-100
APPROVED	URS	PROJECT NAME	LOS ANGELES RIVER
DATE	10/1/2010	PROJECT LOCATION	LOS ANGELES RIVER
<p>DEPARTMENT OF TRANSPORTATION LOS ANGELES RIVER OPERATIONAL IMPROVEMENTS OPERATIONAL IMPROVEMENTS TO MAXIMUM AVE</p>			
SHEET 1 OF 1		INDEX NUMBER	
SCALE 1" = 200'		SHEET NUMBER	

EXHIBIT A
PG 3 OF 7

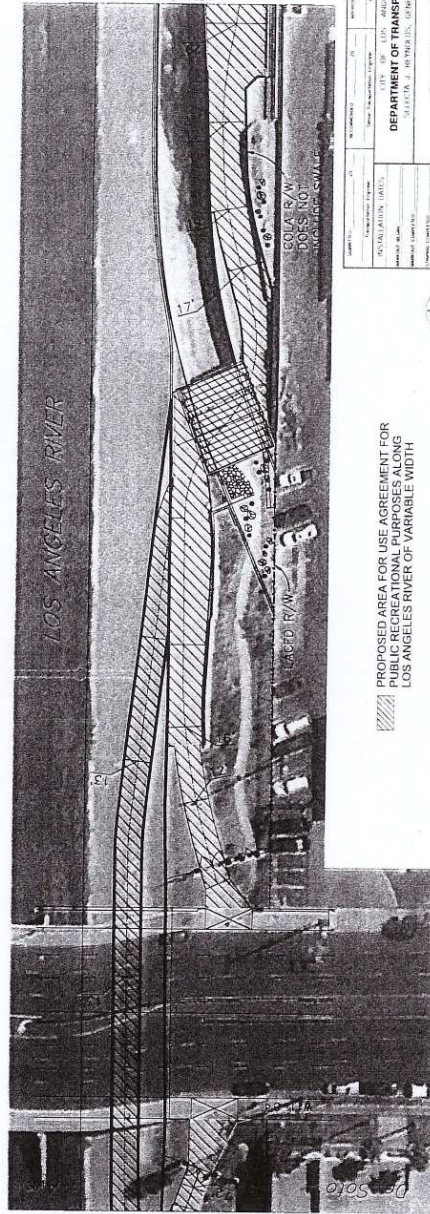
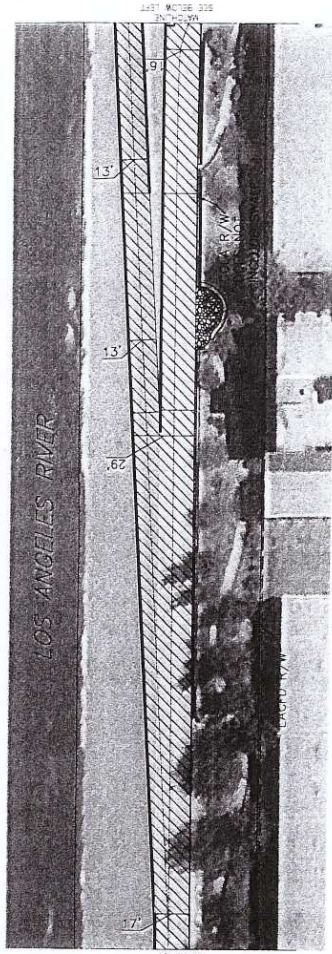


PROPOSED AREA FOR USE AGREEMENT FOR
 PUBLIC RECREATIONAL PURPOSES ALONG
 LOS ANGELES RIVER OF VARIABLE WIDTH



DEPARTMENT OF TRANSPORTATION		SHEET		INDEX NUMBER	
DIVISION OF TRANSPORTATION DIVISION OF HIGHWAYS DIVISION OF AIRPORTS AND HELIPORTS DIVISION OF PUBLIC UTILITIES DIVISION OF TRAFFIC SIGNALS DIVISION OF TRUCK AND BUS WEIGHTS DIVISION OF TRANSPORTATION PLANNING AND RESEARCH DIVISION OF TRANSPORTATION SAFETY DIVISION OF TRANSPORTATION SECURITY		PROJECT NO. 10-1121 SHEET NO. 10-1121-10-3 DATE 1-1-10		SHEET NO. 10-1121-10-3 INDEX NUMBER	
LOS ANGELES RIVER HEADWATERS HOKE PATH DWIGHT-MUMFORD AVENUE TO MASON AVENUE		EXHIBIT A SHEET 3 OF 7		DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION PLANNING AND RESEARCH	

EXHIBIT A
PG 4 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR
PUBLIC RECREATION ALONG
LOS ANGELES RIVER OF VARIABLE WIDTH

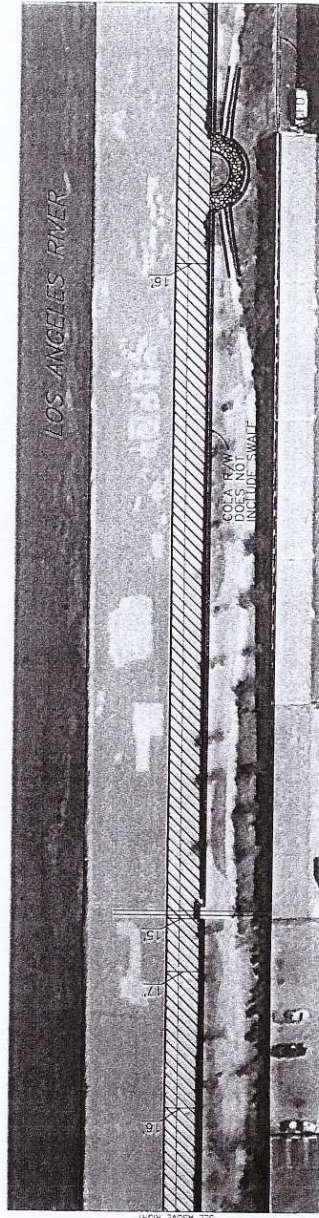
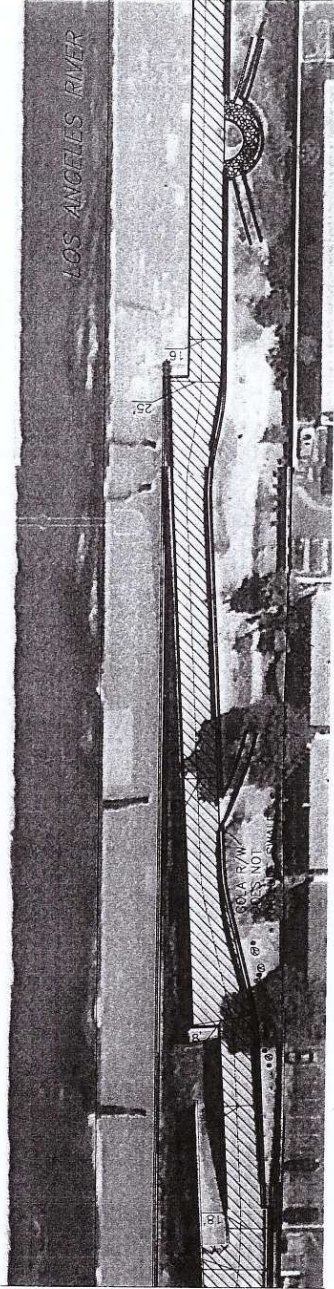
PROJECT TITLE		PROJECT NO.	DATE
DEPARTMENT OF WATER		1000000000	01/01/2011
DIVISION OF WATER RESOURCES		1000000000	01/01/2011
PROJECT LOCATION		LOS ANGELES RIVER	01/01/2011
PROJECT DESCRIPTION		WATER TREATMENT PLANT	01/01/2011
PROJECT NUMBER		1000000000	01/01/2011
PROJECT STATUS		1000000000	01/01/2011
PROJECT OWNER		1000000000	01/01/2011
PROJECT MANAGER		1000000000	01/01/2011
PROJECT ENGINEER		1000000000	01/01/2011
PROJECT ARCHITECT		1000000000	01/01/2011
PROJECT CONTRACTOR		1000000000	01/01/2011
PROJECT SUBMITTER		1000000000	01/01/2011
PROJECT REVIEWER		1000000000	01/01/2011
PROJECT APPROVER		1000000000	01/01/2011

SCALE



INDEX NUMBER

EXHIBIT A
PG 5 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR
PUBLIC RECREATIONAL PURPOSES ALONG
LOS ANGELES RIVER OF VARIABLE WIDTH



SCALE 1"=20'

SCALES

0 10 20 30 40 50 60 70 80 90 100

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0 10 20 30 40 50 60 70 80 90 100

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
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PROJECT INDEX DATE	2013
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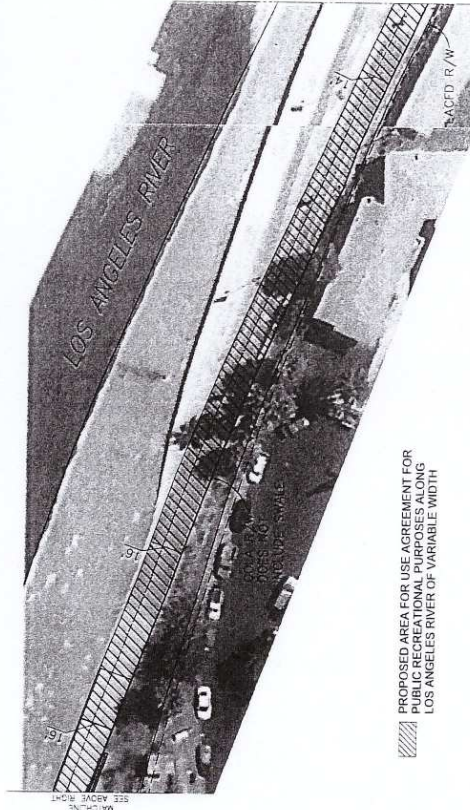
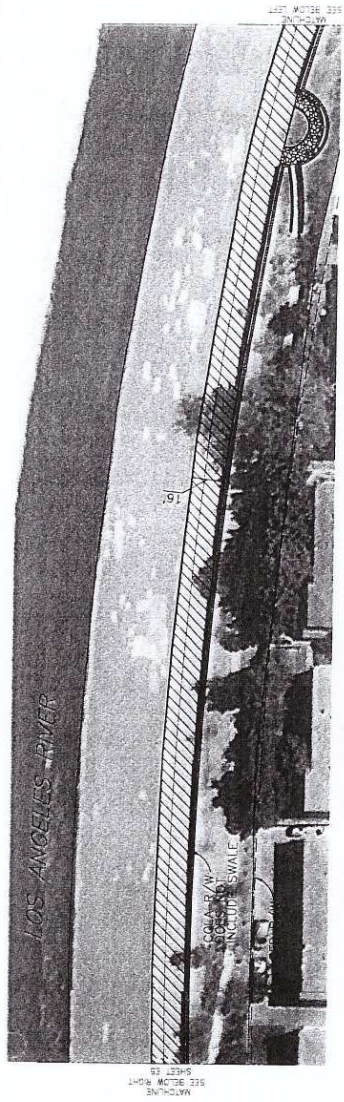
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PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

PROJECT NO.	001 000000 0000
PROJECT NAME	Los Angeles River
PROJECT LOCATION	Los Angeles River
PROJECT OWNER	Department of Transportation
PROJECT DATE	2013
PROJECT SCALE	1"=20'
PROJECT SHEET	EXHIBIT A
PROJECT INDEX NUMBER	001 000000 0000
PROJECT INDEX SHEET	EXHIBIT A
PROJECT INDEX DATE	2013
PROJECT INDEX SCALE	1"=20'

EXHIBIT A
PG. 6 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR
PUBLIC RECREATIONAL PURPOSES ALONG
LOS ANGELES RIVER OF VARIABLE WIDTH

DATE	11/11/2011	PROJECT NO.	601000000000000000
BY	WJL	PROJECT NAME	LOS ANGELES RIVER
CHECKED	WJL	PROJECT LOCATION	LOS ANGELES RIVER
APPROVED	WJL	PROJECT TYPE	RECREATION
SCALE	AS SHOWN	PROJECT DESCRIPTION	LOS ANGELES RIVER
DATE	11/11/2011	PROJECT NO.	601000000000000000
BY	WJL	PROJECT NAME	LOS ANGELES RIVER
CHECKED	WJL	PROJECT LOCATION	LOS ANGELES RIVER
APPROVED	WJL	PROJECT TYPE	RECREATION
SCALE	AS SHOWN	PROJECT DESCRIPTION	LOS ANGELES RIVER

DEPARTMENT OF TRANSPORTATION
SECTION 2, DIVISION 2, GENERAL, STANDARD
LOS ANGELES RIVER
RECREATION
LOS ANGELES RIVER
RECREATION
LOS ANGELES RIVER
RECREATION

INDEX NUMBER

SCALE

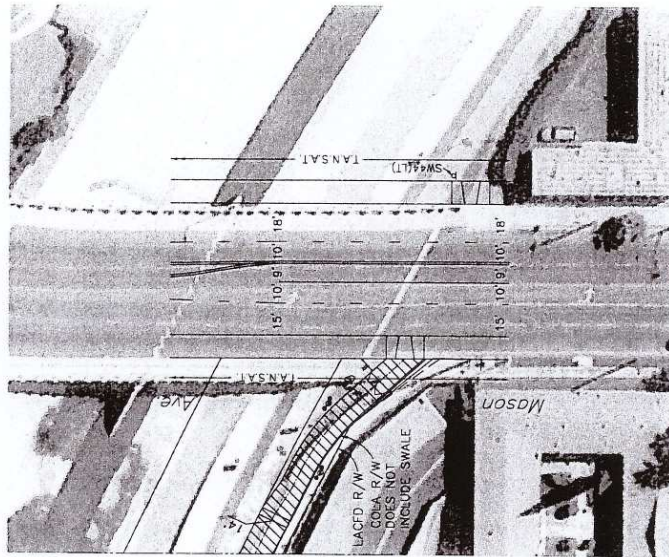
SCALE

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EXHIBIT A
PG 7 OF 7



PROPOSED AREA FOR USE AGREEMENT FOR
PUBLIC RECREATIONAL PURPOSES ALONG
LOS ANGELES RIVER OF VARIABLE WIDTH

PROJECT NO.	17-008	DATE	07/17/17
PROJECT NAME	LOS ANGELES RIVER HEADWATERS BIKE PATH	PROJECT NO.	17-008
PROJECT LOCATION	HEADWATERS BIKE PATH	DATE	07/17/17
PROJECT DESCRIPTION	HEADWATERS BIKE PATH	PROJECT NO.	17-008
PROJECT OWNER	LOS ANGELES RIVER HEADWATERS BIKE PATH	DATE	07/17/17
PROJECT MANAGER	HELEN WANG	PROJECT NO.	17-008
PROJECT ENGINEER	HELEN WANG	DATE	07/17/17
PROJECT CHECKER	HELEN WANG	PROJECT NO.	17-008
PROJECT APPROVER	HELEN WANG	DATE	07/17/17
PROJECT STATUS	FOR REVIEW	PROJECT NO.	17-008
PROJECT PHASE	DESIGN	DATE	07/17/17
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SCALE 1"=40'

SCALE 1"=40'

SCALE 1"=40'

SCALE 1"=40'

SCALE 1"=40'

SCALE 1"=40'

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