



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

September 10, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

63 September 10, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LEASE BETWEEN THE COUNTY OF LOS ANGELES AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI
REGIONAL PARK AND RECREATION AREA; FUNDING AGREEMENT
FOR BONELLI PARK, PECK ROAD PARK, AND CERTAIN HIKING AND
EQUESTRIAN TRAILS LOCATED ON LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT RIGHT OF WAY
FOR FISCAL YEAR 2024-25
IN THE CITY OF SAN DIMAS AND IN THE
UNINCORPORATED COUNTY AREA ADJACENT TO ARCADIA
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of a lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park. This action will also allow the approval of a Funding Agreement between the County of Los Angeles and the Los Angeles County Flood Control District to provide funds for recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various Los Angeles County Flood Control District facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the record of the project.

2. Find that the proposed Funding Agreement is not a project under the California Environmental Quality Act or, in the alternative, that it is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the records of the Funding Agreement.

3. Delegate authority to the Director of Parks and Recreation or her designee to execute a lease agreement on behalf of the County of Los Angeles giving the Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park, beginning on July 1, 2024, through and including June 30, 2025.

4. Delegate authority to the Director of Parks and Recreation, or her designee, to execute a Funding Agreement on behalf of the County of Los Angeles, providing for the Los Angeles County Flood Control District to reimburse expenses up to \$4,900,000 to the County of Los Angeles for recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various facilities owned by the Los Angeles County Flood Control District in Fiscal Year 2024-25.

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

1. Find that the proposed lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the record of the project.

2. Find that the proposed Funding Agreement is not a project under the California Environmental Quality Act or, in the alternative, that it is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the records of the Funding Agreement.

3. Find that the acquisition by the Los Angeles County Flood Control District of a leasehold interest in the Frank G. Bonelli Regional Park, contiguous to the Puddingstone Reservoir, is necessary for the recreational use of the reservoir and is for the purposes of protection, preservation, and use of the scenic beauty and natural environment of the reservoir and the park.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park on behalf of the Los Angeles County Flood Control District, with the County of Los Angeles, giving the Los Angeles County Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park, beginning on July 1, 2024, through and including June 30, 2025.

5. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute a Funding Agreement on behalf of the Los Angeles County Flood Control District, with the County of Los Angeles, providing for the Los Angeles County Flood Control District to reimburse expenses up to \$4,900,000 to the County of Los Angeles for the maintenance and preservation of recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various facilities owned by the Los Angeles County Flood Control District in Fiscal Years 2024-25.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) is the owner of certain real property, commonly known as the Frank G. Bonelli Regional Park and Recreation Area (Bonelli Park) in the City of San Dimas. The Los Angeles County Flood Control District (District) is the owner of the Puddingstone Dam and Reservoir (Reservoir), which is located adjacent to Bonelli Park. The District leases to the County the right to use the water surface of the Reservoir for boating and recreational purposes, pursuant to Lease Agreement No. 75733-B (Enclosure A).

The District also owns the Peck Road Park, which is improved with recreational features operated and maintained by the Department of Parks and Recreation (Parks) and other rights of way along flood control channels that are improved with riding and hiking trails operated and maintained by Parks (Enclosure B).

Section 2, Subsection 15, of the Los Angeles County Flood Control Act authorizes the District "to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for those purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to the District properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands..."

The term of the lease agreement between the County and the District for Bonelli Park, hereafter referred to as Bonelli Lease (Enclosure C), is July 1, 2024, through June 30, 2025. The purpose of the Bonelli Lease is to allow the District to acquire a real property interest in Bonelli Park, which is a prerequisite under the above-referenced section of the Los Angeles County Flood Control Act for the District's reimbursement of expenses for recreational features on Bonelli Park related to the scenic beauty and natural environment of the adjacent Reservoir or contiguous lands, such as lifeguards, grounds and trails maintenance, and safety police around the shoreline and within Bonelli Park, which enable or enhance the recreational use of the Reservoir.

The purpose of the Funding Agreement for Fiscal Year 2024-25 (Enclosure D) is to set forth the terms and conditions under which the District will provide funding for the operation and maintenance of recreational features at Bonelli Park and Peck Road Park; and for certain riding and hiking trails located on other District rights of way such as Rio Hondo River, Santa Anita Wash, Walnut Creek, and the San Gabriel River. Under the Fiscal Year 2023-24 Funding Agreement, which expired on June 30, 2024, the District provided funding to Parks for these purposes. The proposed Funding Agreement will continue the District's reimbursement of expenses to Parks for Fiscal Year 2024 25 for these purposes.

It is the intention of the parties that the Bonelli Lease be approved before the District reimburses the County for any actual costs incurred under the Funding Agreement. The proposed Funding Agreement and Bonelli Lease provide that the County will indemnify the District from any liability as set forth in the Funding Agreement and Bonelli Lease.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy i, Engagement, which is enhanced when sufficient monies are provided for Parks to continue to maintain recreational features at these parks and the hiking and equestrian trails.

FISCAL IMPACT/FINANCING

The total cost to the District is up to \$4,900,000. The District's reimbursement of expenses of up to \$4,900,000 from the Flood Fund to the County General Fund will have a positive impact on the County General Fund balance.

The Funding Agreement provides for the District to reimburse the County's actual allowable costs incurred during the term of the Funding Agreement and Bonelli Lease, up to a maximum reimbursement of \$4,900,000. The funding to cover the District's reimbursement of expenses under the Funding Agreement is included in the Flood Control District Fund (B07 – Services & Supplies) Fiscal Year 2024-25 Budget. The revenue of \$4,900,000 to the Parks Operating Budget is also included in the Fiscal Year 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The respective Deputy County Counsels representing Parks and the District have reviewed the Bonelli Lease and the Funding Agreement and will approve the Funding Agreement and Bonelli Lease as to form, prior to execution by the District and the County.

ENVIRONMENTAL DOCUMENTATION

The proposed Bonelli Lease is categorically exempt from the California Environmental Quality Act (CEQA). The Bonelli Lease, which consists of giving the District a leasehold interest in Bonelli Park, beginning on July 1, 2024, through and including June 30, 2025, is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1, Subsections (c), (f), (j), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed Bonelli Lease records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The proposed Funding Agreement is either not subject to CEQA because it is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines or, in the alternative, is exempt pursuant to Class 1 of the State CEQA Guidelines and Class 1, Subsections (c), (f), (j), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The proposed Funding Agreement would create a government-funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. In addition, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource or other limiting factors that would make the above-referenced exemptions inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Funding Agreement and the Bonelli Lease are a continuation of prior agreements. As such, current services will not be impacted.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Stormwater Maintenance Division. Also, please forward one adopted copy of the letter to the Department of Parks and Recreation.

Respectfully submitted,



MARK PESTRELLA, PE
Director



Norma E. Garcia-Gonzalez
Director

MP:JG:dw

Enclosures

c: Auditor-Controller (Accounting Division)
Chief Executive Office (Chia-Ann Yen)
Executive Office
Parks and Recreation

ENCLOSURE

September 10, 2024

**WATER RESOURCES CORE SERVICE AREA
LEASE BETWEEN THE COUNTY OF LOS ANGELES AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI
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(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2024.09.10 Bonelli Park FY 24-25 \(FTP Large Enc\)](#)

Recording Fee Exempt: Government Code Section 27383

Space Above This Line Reserved for Recorder's Use
File with: **PUDDINGSTONE DAM and RESERVOIR 1**
Affects Parcels 2 to 13, 17 to 27, 29, 32, 38, 39,
51, 52, 60, and 68 to 70
I.M. 48
68A-RW 2, 68A-RW 2.1, and 68A-RW-3
FIFTH DISTRICT
T.G. 600 (B3, B4, B5, C4, C5, C6 and D4
A.M.B 8378-022-909, 910, 911, and 912
8378-023-901 and 902
8382-018-902
8382-019-901

**LEASE AGREEMENT NO. 75733-B
PUDDINGSTONE DAM AND RESERVOIR**

BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AND

COUNTY OF LOS ANGELES

LEASE AGREEMENT NO. 75733-B
PUDDINGSTONE DAM AND RESERVOIR

THIS Lease Agreement No. 75733-B, Puddingstone Dam and Reservoir (hereinafter referred to as AGREEMENT), is made and entered into on this _____ day of _____, 20____, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, DISTRICT is the owner of Puddingstone Dam and Reservoir, located in the City of San Dimas, County of Los Angeles, California;

WHEREAS, since 1949, DISTRICT permitted boating and recreational uses within the Reservoir;

WHEREAS, in 1959, DISTRICT entered into Lease Agreement No. 2165 with COUNTY, wherein COUNTY agreed to assume DISTRICT'S operation and maintenance of the recreational facilities;

WHEREAS, in 1960, a modification to Lease Agreement No. 2165 was executed at the request of COUNTY to allow for concessions;

WHEREAS, in June of 1970, DISTRICT and COUNTY entered into new Lease Agreement No. 16399, which expired on June 30, 2005; said Lease Agreement was last amended on July 30, 1996, and recorded on January 23, 1997, as Instrument No. 97-118805, of Official Records, in the Office of the Registrar-Recorder/County Clerk of the County;

WHEREAS, in June 2006, DISTRICT and COUNTY entered into new Lease Agreement No. 75733; and DISTRICT and COUNTY exercised the first of two 5-year extension periods in June 2011 and the second of two 5-year extension periods in July 2015, which expired on June 30, 2020;

WHEREAS, in June of 2020, DISTRICT and COUNTY entered into new Lease Agreement No. 75733-A, which will expire on June 30, 2023;

WHEREAS, COUNTY desires to continue the use of a portion of Puddingstone Dam and Reservoir for the operation and maintenance of recreational facilities;

WHEREAS, Pursuant to Government Code Section 25350.51 and Los Angeles County Code Section 2.26.130, the Director of the County of Los Angeles Department of Parks and Recreation is authorized to lease real property for use by the Department of

Parks and Recreation for park or recreation purposes for a term not to exceed three (3) years and for a rental rate not to exceed \$2,500 annually;

WHEREAS, Pursuant to Flood Control District Code, Section 19.05, the Chief Engineer of the Flood Control District is authorized to enter into an agreement authorizing the use of DISTRICT property for a term not to exceed fifty (50) years and for a rental rate not to exceed \$10,000 per month;

WHEREAS, the public interest, necessity, and welfare will continue to be served, and the recreational facilities for the general public will be enhanced by the leasing of Puddingstone Dam and Reservoir to COUNTY;

WHEREAS, in carrying out its recreational program, COUNTY has, does, and desires to continue to make use of the suitable water surface within the Reservoir and to do so requests the right to store water to an elevation of 940 feet above sea level; and

WHEREAS, DISTRICT has no objections to the use of a suitable water surface by COUNTY for recreational purposes, nor to granting such storage capacity, under the terms herein, so long as and provided that COUNTY'S use is consistent with DISTRICT'S water conservation and flood control responsibilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, DISTRICT and COUNTY agree as follows:

1. TERM

The term of this AGREEMENT shall be for a period of three (3) years commencing on July 1, 2023, and terminating on June 30, 2026.

2. CANCELLATION

It is understood and agreed that if DISTRICT determines, in its sole discretion, that COUNTY or its concessionaires, sublessees, contractors or invitees, fail to keep the covenants of this AGREEMENT, DISTRICT will notify COUNTY in writing of any violations and will requests that corrective steps be taken within 30 days, unless an alternative time period is set forth in the notice. Notification will be made to the Director of the Department of Parks and Recreation (1000 South Fremont Avenue, Unit No. 40, Executive Office, Alhambra, CA 91803), or the address of its director at the time the notice is given. A reasonable period of time is to be determined by DISTRICT contingent on the circumstance causing such violations. If corrective steps are not undertaken by COUNTY within this specified period of time, DISTRICT will either initiate corrective work if this is within its scope of operations, and COUNTY will subsequently reimburse DISTRICT or cause DISTRICT to be reimbursed for such corrective work, or notification of cancellation of the AGREEMENT in its entirety will be made to COUNTY by delivering written notice sixty (60) days prior to effective date thereof.

3. RENT

COUNTY shall pay to DISTRICT the sum of TWENTY-FIVE HUNDRED AND 00/100 DOLLARS (\$2,500) per year, payable annually in advance on or before July 1st each year, beginning on July 1, 2023, during the term of this AGREEMENT.

4. PREMISES

Subject to the terms of this Agreement, COUNTY shall have the right to use that certain real property known as Puddingstone Dam and Reservoir, located within the City of San Dimas, and as legally described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated herein by reference, hereinafter referred to as "Premises." As depicted in Exhibit C and described subsequently, Premises include the following areas ("Premises Area" or "Premises Areas"): (A) The Restricted Area; (B) The Dam Crest Road; (C) The Overflow Parking Lot; (D) The Northshore Trail; (E) The Reservoir Body; and (F) The Remainder Areas. COUNTY'S use of each of Premises Areas shall be subject to the respective conditions and restrictions described below.

Premises Areas are defined as follows, together with their respective conditions and restrictions:

- (A) The Restricted Area: The Restricted Area consists of all areas highlighted in red on Exhibit C. As labeled in Exhibit C, the Restricted Area includes the Dam Operator Residence and Spillway, the Gaging Station, the Precise Survey Monuments, and Dam Nos. 1, 2, and 3 (Dam Nos. 1, 2, and 3 include the upstream and downstream faces of the dams from the water surface extending 50 feet into the reservoir to the point below the toe of the dam, including the leakage measuring facilities). The Restricted Area is reserved for use by DISTRICT. As a condition of this Agreement, COUNTY and its concessionaires, sublessees, contractors and invitees shall not be permitted to access or use the Restricted Area or any portion thereof.
- (B) The Dam Crest Road: The private roadway previously known as San Dimas Spadra Road and commencing at the north end security gate and ending at the south end security gate. As a condition of this Agreement, the Dam Crest Road shall be kept clear of obstructions for through access at all times for DISTRICT'S employees. No vehicle or equipment weighing in excess of 32,000 pounds per axle will be allowed on the Dam Crest Road. Use of the Dam Crest Road shall remain at or below the levels of use as of the date of this Agreement, and shall not be expanded to include use by additional concessionaires or otherwise.

Furthermore, COUNTY shall have the right to permit recreation activities within the Dam Crest Road, in accordance with the following:

- (1) For purposes of this agreement, a Special Event is any event sponsored by a party other than a concessionaire. All Special Events must apply for a "Facility Use" permit through COUNTY.
 - (2) COUNTY shall continue to direct all Special Events that utilize the Dam Crest Road to apply for a "DISTRICT Access" permit.
 - (3) COUNTY shall provide DISTRICT with a calendar of events on a monthly basis. COUNTY will provide DISTRICT with "Facility Use" permits and supporting for Special Events that utilize the Dam Crest Road.
 - (4) No new Special Events may use the Dam Crest Road without DISTRICT'S approval.
- (C) The Overflow Parking Lot: The lot at the toe of Dam Nos. 2 and 3 as depicted in Exhibit C. As a condition of this Agreement, the Overflow Parking Lot may only be used for temporary parking and only when designated parking areas are full. No permanent improvements are permitted in the area.
- (D) The North Shore Trail: The North Shore Trail enters the Undeveloped Area east of the spillway, makes a sharp turn west along the south border of the spillway, continues west along the right abutment of Dam No. 1, crosses the toe of Dam No. 1 and exits the Undeveloped Area from the left abutment of Dam No. 1. The trails are open to the public at all times, except during an emergency or when access is restricted during construction.
- (E) The Reservoir Body: COUNTY may use the Reservoir Body (except those portions within the Dam Nos. 1, 2, and 3 Premises Areas) as set forth below.
- (1) Water Storage: COUNTY shall have the non-exclusive right to utilize storage space in Puddingstone Reservoir for such waters as arrived there, either as natural inflow, purchased imported water, or by means of Puddingstone Diversion Lateral (which commences at Puddingstone Diversion Dam on San Dimas Wash), provided that the water in storage by COUNTY may not exceed the elevation of 940 feet above sea level, subject to the following terms and conditions:
 - a. DISTRICT, in its sole and absolute discretion, reserves the right to change the elevation from 940 feet above sea level should

operating conditions at the dam change such that DISTRICT can no longer fully perform its flood control responsibilities. DISTRICT shall confer with COUNTY prior to making such change in elevation. COUNTY shall be responsible for any costs that DISTRICT may incur as a result of such change in elevation.

DISTRICT agrees that, so long as consistent with applicable statutes, its flood control, watershed management practices, water conservation responsibilities, and orders and rulings of any tribunal binding on it or COUNTY, it will not release waters from Puddingstone Reservoir below an elevation of 940 feet above sea level, unless DISTRICT, in its sole and absolute discretion determines a release is required to serve flood control purposes and/or to preserve the safety of the reservoir, dams and appurtenant structures. This right includes the right to release for maintenance and repair. When drainage for routine maintenance is required, DISTRICT will give COUNTY 180 days advance written notice. For any emergency work, DISTRICT shall provide as much advance notice as practical.

DISTRICT will, in accordance with its reservoir operating guidelines, diligently operate the reservoir in such a manner as to ensure the reservoir water surface elevation is 940 feet above sea level by the end of the storm season. COUNTY recognizes that at times there may be insufficient natural inflow to return the reservoir to elevation 940 feet above sea level. Should natural inflow be insufficient to raise the reservoir to elevation 940 feet above sea level, DISTRICT shall not be responsible for providing other water to raise the reservoir to elevation 940 feet above sea level.

In the event that DISTRICT is unable to achieve a water surface elevation of 940 feet above sea level using natural inflow by the end of the storm season, COUNTY may purchase water to replenish the reservoir to elevation 940 feet above sea level. COUNTY shall notify DISTRICT of the replenishment water delivery flow rate and start date 72-hours prior to delivery.

- b. DISTRICT reserves the right to operate and maintain the dam, reservoir, and related appurtenances subject to any restrictions imposed by the State Department of Water Resources, Division of Safety of Dams.
- c. Subject to any legal or regulatory requirements, including, without limitation, any requirement from the State Department of Water Resources, Division of Safety of Dams, DISTRICT, in its sole and

absolute discretion, may allow COUNTY to store water above elevation 940 feet above sea level from sources described above (i.e., natural inflow, purchased imported water, or by means of Puddingstone Diversion Lateral). Such consent shall only be valid when provided by DISTRICT to COUNTY in writing and may be withdrawn by DISTRICT at any time, with or without cause, at DISTRICT'S sole and absolute discretion.

(2) Recreation:

- a. COUNTY shall, in connection with the other specified operations, have the right, directly or herein before defined, to rent boats for use on the reservoir. All boats must be moored and none is permitted upon the reservoir outside the mooring area, from one-half hour after sunset until one-half hour before sunrise.
- b. COUNTY shall not authorize nor permit the operation upon or within the waters of the Puddingstone Reservoir of any craft of unsafe design or condition, or if improperly or inadequately equipped; nor permit the operation of any craft in a manner creating hazard to persons or property or to itself; nor permit the operation of any craft at any time at speeds in excess of 35 miles per hour, except under the following conditions:
 - i. No speed limit shall be imposed upon watercraft participating in programs, events, and activities that have the prior approval of COUNTY and DISTRICT, and which are arranged by or are under the direct control of COUNTY. Such events are to be conducted only within defined courses cleared of all nonparticipating craft.
 - ii. No speed limit shall be imposed upon patrol or rescue craft, or other craft commandeered or delegated for such official purposes.
- c. DISTRICT reserves the right to restrict the operation of watercraft upon or within the waters of the Puddingstone Reservoir to assure adequate safety and security for Puddingstone Dam.
- d. COUNTY shall have the right to permit recreational activities within the reservoir body.

(F) The Remainder Areas: COUNTY shall have the right to use any areas within Premises not included within one of the Premises Areas described above for recreational purposes.

5. REPAIRS AND MAINTENANCE

COUNTY shall, at its sole cost and expense, keep, inspect, and maintain the Premises, including, but not limited to, all buildings, structures, or other improvements constructed or placed by COUNTY, or those being used by COUNTY in connection with this Agreement, in good repair and in a safe, clean, and orderly condition at all times during the term of this Agreement. COUNTY shall not permit graffiti, landscape waste, anthropogenetic material, etc., to accumulate at any time, or commit, suffer, or permit any waste on the Premises or the improvements, or permit any acts to be done in violation of any laws, ordinances, or regulations.

Prior to commencing any maintenance activities on or immediately adjacent to the Restricted Area, COUNTY shall obtain approval from DISTRICT.

COUNTY shall, at its sole cost and expense, take all steps necessary to protect all DISTRICT-owned improvements and property from damage and to prevent any interference with DISTRICT'S operations. COUNTY shall be liable for damage to DISTRICT owned improvements and property resulting from or attributable to the use and occupancy of the Premises by COUNTY or any person entering thereon with or without the consent of COUNTY, expressed or implied.

COUNTY shall, repair or remove any and all damage that COUNTY has made or caused to its own improvements, at no cost to DISTRICT. At DISTRICT'S sole discretion, COUNTY shall repair and/or remove any and all DISTRICT-owned improvements, which are damaged by COUNTY. Prior to COUNTY'S repair or removal of said damage, COUNTY shall notify DISTRICT in writing. Where DISTRICT-owned improvements are affected, COUNTY shall obtain DISTRICT'S approval. If COUNTY fails to repair said damages or remove damaged structures immediately and to DISTRICT'S satisfaction, DISTRICT may enter Premises with or without notice and repair said damage, or at DISTRICT'S option, may terminate the Lease. Should DISTRICT repair or remove said damages, COUNTY shall reimburse DISTRICT for any and all expenses incurred.

Notwithstanding the above, DISTRICT shall not be obligated to make any repairs, alterations, additions or improvements in, on, or to Premises or in, on, or to any structure or other improvements hereinafter erected or installed thereon by COUNTY, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen.

6. SPECIAL USE CONCESSIONAIRE

Subject to any applicable conditions or restriction described in Section 4, above, COUNTY shall have the right to operate, directly, or by and through contracts or agreements with others, a concession(s) with the right to sell, purvey, and supply to the general public, within the Conditional Use Areas herein defined, food,

refreshments, groceries, tobacco products, fishing equipment, licenses, baits, recreational equipment and supplies, newspapers, periodicals, and similar products and commodities. In addition, subject to the approval of DISTRICT, COUNTY shall have the right to sell, or to grant concessions for the sale of, refreshments from portable stands. It is expressly understood and agreed that no alcoholic beverages may be stored, sold, served, given away, or otherwise purveyed at any time, upon the Premises except as approved by the Board of Supervisors of the County.

COUNTY shall provide maps and descriptions to DISTRICT of what is leased to any concessionaire (Sublease) and for what purposes, regardless of any precedence. Future improvements on the Premises will require approval from DISTRICT and Los Angeles County Public Works, Building and Safety Division.

COUNTY shall arrange for, obtain and bear costs of all necessary regulatory permits for discharges into spillway or stream by the Concessionaire. COUNTY shall bear responsibility for the daily operation of the automated gates on the north and south end of the Dam Crest Road during usage by the Concessionaire.

Concessionaire shall provide their Emergency Evacuation Plan and Handbook, which will clearly show evacuation route maps that avoid the Dam Crest Road and the Restricted Area. This Emergency Evacuation Plan may be included in the Puddingstone Dam Emergency Action Plan and provided to the California Governor's Office of Emergency Services and will be subject to the California Governor's Office of Emergency Services' requirements.

7. CONSTRUCTION AND ALTERATIONS

COUNTY has the right to construct the improvements necessary for use of the Premises as provided in this Agreement. Construction, operation, and maintenance of any improvements shall be in conformity with all laws, rules, regulations, and ordinances.

The construction, reconstruction, alteration, remodeling, or removal of any improvements shall not commence until COUNTY'S final plans and specifications thereto have been submitted to and approved by DISTRICT and Los Angeles County Public Works, Building and Safety Division and are in accordance with the terms and conditions of this Agreement. COUNTY shall obtain and bear costs of permits for such work. Such written approval for construction, reconstruction, remodeling, or alteration, with the exception of removal, shall not be unreasonably withheld unless DISTRICT, at its sole discretion, determines that the proposed construction, reconstruction, remodeling, or alteration, will interfere with DISTRICT'S operation and maintenance of its facilities.

COUNTY shall arrange for, obtain, and bear costs of all permits, including plan check and inspection fees, licenses, environmental impact reports, site

preparation, surface treatment, relocation of any facilities, and enclosure of the Premises as necessary or required for health or safety in the construction, operation, and maintenance of the Premises as used by COUNTY.

COUNTY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COUNTY by DISTRICT. In the event of any inconsistencies or ambiguities between the terms of the Agreement and any permit issued, the Agreement shall prevail.

As per the Fee Waiver for Access Permits at DISTRICT Dams, Project No. J54007 will be utilized for the approved permit fee waivers.

8. INDEMNIFICATION

Notwithstanding the provisions of Government Code Section 895 et. seq., COUNTY agrees to release, indemnify, defend, and save harmless DISTRICT, its agents, and employees (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines or increases in fines, charges, penalties and expenses (including, without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this Agreement) of any kind whatsoever (collectively, "Claims"), paid, incurred, or suffered by any Indemnified Party or asserted against any Indemnified Party, directly or indirectly arising from or attributable to: a) any injury or damage to person or property sustained as a proximate result of the acts or omissions of COUNTY, its employees, agents, contractors, assignees, or concessionaires, or arising out of any condition of, or condition occurring upon the property herein defined or in the operation, use, control, or occupancy of the property; and b) changes in water quality within the reservoir, attributable to any and all recreational activities, and improvements performed by COUNTY as a result of this Agreement. The foregoing is intended as a broad indemnity that includes, without limitation, Claims pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9607 et seq.) ("CERCLA"), and under Chapter 6.5 of Division 20 of the California Health and Safety Code (commencing with Section 25100) or related to water quality or DISTRICT'S National Pollutant Discharge Eliminations Systems or any permits related thereto and/or any requirements relating to Total Maximum Daily Loads or the Clean Water Act.

9. COMPLIANCE WITH REGULATIONS

COUNTY shall be responsible at its sole cost and expense for compliance with any Federal, State, or local regulation that is applicable to the reservoir and the

leased Premises as a result of this Agreement, which includes but is not limited to the recreational activities and improvements performed by COUNTY.

10. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS

COUNTY agrees to remove or relocate any or all of its improvements within the Premises, at COUNTY'S sole cost and expense, if DISTRICT determines, at its sole discretion, that DISTRICT'S operation or use of the Premises so require.

All permanent, temporary, or portable structures, apparatus, or other such installations, which may be located upon or installed within the Premises herein defined, by COUNTY or its designates, except as hereinafter provided, shall for all purposes be and remain the property of the constructing party during the Lease Term. It is understood and agreed that in the event such permanent, temporary, or portable improvements are not so removed, the title thereto shall thereupon and thereafter become and remain vested in DISTRICT, and DISTRICT shall have the right to remove, or order the removal of, said improvements from said Premises. All costs in connection therewith shall be accepted and paid by COUNTY on demand.

11. ASSIGNMENT AND SUBLEASING

COUNTY shall not assign this Agreement or sublease any portion of the Premises without DISTRICT'S prior written consent, which may be withheld at DISTRICT'S sole and absolute discretion.


12. FLOOD CONTROL AND WATER CONSERVATION PRIORITY

The parties acknowledge that Premises are located within the Puddingstone Reservoir area and is subject to flooding, inundation, and release of waters. COUNTY agrees to assume all liability for injury or damage to person or property within the Premises and agrees to make no claim for damages by reason of the flooding or inundation of, or release of waters from, the Premises. It is further understood and agreed that the use, operation, and maintenance of the Reservoir area, for the control, conservation, or storage of flood or other waters, will not be restricted nor will COUNTY interfere with the operational facilities of DISTRICT in acting under this Agreement.

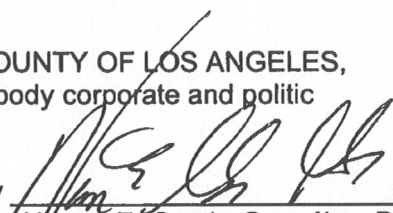
COUNTY agrees to permit DISTRICT'S officers, agents, contractors, employees, or other designates access through, over, or across the Premises in the prosecution of their duties.

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and COUNTY OF LOS ANGELES, both bodies corporate and politic, by order of the Boards of Supervisors, having caused this Lease Agreement to be subscribed by the Director of each of their respective Departments and the seals of said DISTRICT and COUNTY to be affixed hereto and attested by their names, the day and year first above written.

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

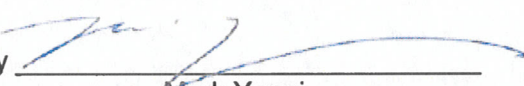
By 
Greg Even
Assistant Deputy Director
Date 2/21/2024

COUNTY OF LOS ANGELES,
a body corporate and politic

By 
Norma E. Garcia-González, Director
Department of Parks and Recreation
Date 12/21/23

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Mark Yanai
Senior Deputy
Date 12/27/23

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel


By 
Sonia Chan
Senior Deputy
Date 6/14/2023

EXHIBIT A

File with: **PUDDINGSTONE DAM and RESERVOIR 1**
Affects: Parcels 2 to 13, 17 to 27, 29, 32, 38, 39, 51,
52, 60, 68, 69, and 70
I.M. 48
68A-RW 2, 68A-RW 2.1, and 68A-RW 3
Fifth District
T.G. 600 (B3, B4, B5, C4, C5, C6, and D4)
A.M.B. 8378-022-909, 910, 911, and 912
8378-023-901 and 902
8378-024-906, 907, and 908
8382-018-902
8382-019-901
M05W22005

EXHIBIT A

FRANK G. BONELLI REGIONAL PARK (1)

Lot 18 and Lots 21 to 43, inclusive, and those portions of Lots 8, 9, and 10 of Tract No. 1796, Sheet No. 2, in the City of San Dimas, County of Los Angeles, State of California, as shown on map recorded in Book 22, pages 38 and 39, of Maps, in the office of the Recorder of said County, and that portion of Lot 19, said Tract No. 1796, Sheet No. 3, in said City, as shown on map recorded in Book 22, pages 42 and 43, of Maps, in the office of said recorder, together with those portions of the "Rancho San Jose finally confirmed to Dalton, Palomares and Vejar" in said City, as shown on map recorded in Book 2, pages 292 and 293, of Patents, in the office of said recorder, and those portions of those certain streets, avenues, and drives in said Tract No. 1796, Sheet No. 2, vacated by deeds recorded in Book 13238, page 260, and Book 9969, page 367, both of Official Records, in the office of said recorder, within the following described boundaries:

Commencing at the most southerly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence along the southeasterly line of last said lot, N. 31°55'30" E. 535.86 feet to the most westerly corner of that parcel of land described in deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence along

the southwesterly line of said parcel of land, S. 57°38'22" E. 655.03 feet to the TRUE POINT OF BEGINNING; thence along the boundary of Los Angeles County Flood Control District property S. 76°45'25" W. 221.26 feet; thence S. 25°08'25" W. 90.92 feet;

thence S. 18°45'35" E. 153.55 feet;	thence S. 46°40'20" E. 175.00 feet;
thence S. 57°45'44" E. 548.41 feet;	thence S. 15°21'27" E. 161.57 feet;
thence S. 13°14'53" W. 110.36 feet;	thence S. 20°28'35" E. 353.00 feet;
thence S. 10°19'37" W. 101.52 feet;	thence N. 11°36'34" W. 142.22 feet;
thence N. 45°58'02" W. 238.38 feet;	thence N. 20°38'26" W. 135.09 feet;
thence N. 48°06'28" W. 291.29 feet;	thence N. 67°23'13" W. 90.24 feet;
thence S. 69°37'37" W. 143.06 feet;	thence N. 87°17'26" W. 77.04 feet;
thence S. 49°37'39" W. 299.69 feet;	thence S. 30°10'56" W. 136.31 feet;
thence S. 57°28'00" W. 660.00 feet;	thence N. 80°15'36" W. 265.00 feet;
thence N. 43°46'37" W. 239.50 feet;	thence S. 52°47'39" W. 100.25 feet;
thence S. 16°24'09" W. 157.31 feet;	thence S. 9°56'01" W. 282.00 feet;
thence S. 77°35'43" W. 171.12 feet;	thence N. 56°52'27" W. 137.97 feet;
thence N. 21°50'22" W. 308.00 feet;	thence N. 83°06'37" W. 81.98 feet;
thence S. 42°09'40" W. 101.64 feet;	thence S. 29°19'30" W. 176.48 feet;
thence S. 15°43'35" W. 214.96 feet;	thence S. 9°02'55" W. 278.69 feet;
thence S. 11°38'00" E. 178.83 feet;	thence S. 41°56'20" W. 70.06 feet;
thence S. 2°42'40" W. 98.19 feet;	thence S. 26°32'15" E. 95.88 feet;
thence S. 57°04'31" E. 93.51 feet;	thence S. 46°52'36" E. 141.26 feet;
thence S. 85°34'50" E. 200.00 feet;	thence N. 74°30'00" E. 100.00 feet;
thence S. 88°54'00" E. 397.37 feet;	thence N. 71°56'40" E. 156.13 feet;
thence S. 49°11'39" W. 125.00 feet;	thence S. 64°10'39" W. 320.48 feet;
thence S. 6°22'51" E. 131.91 feet;	thence N. 66°57'30" W. 100.64 feet;
thence S. 51°13'20" W. 577.00 feet;	thence N. 77°55'37" W. 173.60 feet;
thence S. 41°55'32" W. 161.91 feet;	thence N. 14°54'24" E. 272.45 feet;
thence N. 44°18'36" W. 325.85 feet;	thence S. 85°33'54" W. 191.22 feet;
thence S. 68°14'49" W. 66.16 feet;	thence S. 88°57'58" W. 254.38 feet;

thence N. 33°23'24" E.	102.00 feet;	thence N. 77°28'24" E.	134.27 feet;
thence N. 48°09'54" E.	154.16 feet;	thence N. 30°00'21" W.	190.25 feet;
thence N. 46°20'40" W.	345.00 feet;	thence S. 75°13'49" E.	266.58 feet;
thence N. 61°14'16" E.	203.08 feet;	thence N. 4°15'14" W.	485.41 feet;
thence N. 28°40'14" W.	58.23 feet;	thence N. 42°42'16" E.	95.49 feet;
thence N. 22°52'53" E.	97.08 feet;	thence N. 5°29'20" E.	200.00 feet;
thence N. 39°54'30" E.	82.78 feet;	thence N. 24°20'50" E.	193.10 feet;
thence N. 12°55'35" E.	386.99 feet;	thence N. 44°47'53" E.	175.40 feet;
thence N. 36°41'36" E.	200.66 feet;	thence N. 11°59'27" E.	181.38 feet;
thence N. 16°28'33" W.	112.40 feet;	thence N. 47°14'48" W.	94.24 feet;
thence N. 81°07'03" W.	108.15 feet;	thence S. 69°44'04" W.	126.50 feet;
thence S. 40°08'11" W.	283.42 feet;	thence S. 19°24'41" W.	253.99 feet;
thence S. 57°09'26" W.	169.13 feet;	thence N. 9°19'49" W.	488.66 feet;
thence N. 32°11'34" W.	100.58 feet;	thence N. 84°19'04" W.	224.35 feet;
thence S. 62°39'41" W.	148.00 feet;	thence S. 33°18'56" W.	132.00 feet;
thence S. 9°41'11" W.	92.45 feet;	thence S. 24°18'18" E.	113.97 feet;
thence S. 21°24'54" W.	122.01 feet;	thence S. 60°53'11" W.	95.00 feet;
thence S. 28°42'11" W.	171.35 feet;	thence S. 39°06'52" W.	226.59 feet;
thence S. 12°11'02" W.	188.01 feet;	thence S. 42°46'10" W.	77.25 feet;
thence S. 9°51'17" E.	74.74 feet;	thence S. 25°07'11" W.	39.72 feet;
thence N. 25°02'46" W.	118.11 feet;	thence N. 30°19'25" E.	61.40 feet;
thence N. 10°40'43" W.	186.18 feet;	thence N. 74°03'55" W.	90.00 feet;
thence N. 46°22'31" E.	148.19 feet;	thence N. 28°33'27" E.	100.40 feet;
thence N. 56°56'18" W.	75.81 feet;	thence N. 87°47'08" W.	65.74 feet;
thence N. 75°25'00" W.	121.41 feet;	thence N. 75°34'54" E.	110.07 feet;
thence N. 41°32'36" W.	49.47 feet;	thence S. 85°07'06" E.	184.38 feet;
thence N. 17°26'35" E.	176.81 feet;	thence N. 24°04'59" E.	163.58 feet;
thence N. 50°24'21" W.	103.32 feet;	thence N. 71°55'36" W.	206.38 feet;
thence N. 77°03'45" E.	154.18 feet;	thence N. 59°28'24" E.	115.00 feet;

thence N. 38°58'24" E. 241.57 feet; thence N. 14°35'24" E. 71.79 feet;
 thence N. 44°41'06" W. 216.87 feet; thence N. 78°49'24" E. 226.52 feet;
 thence N. 16°06'53" E. 210.44 feet; thence N. 85°56'01" E. 182.00 feet;
 thence N. 32°26'46" E. 201.23 feet; thence N. 82°13'22" W. 150.81 feet;
 thence S. 63°04'53" W. 170.72 feet; thence N. 74°09'00" W. 158.64 feet;
 thence S. 86°26'15" W. 185.00 feet; thence N. 62°15'40" W. 120.94 feet;
 thence N. 83°42'08" W. 450.58 feet; thence N. 9°58'53" W. 474.49 feet;
 thence N. 7°15'07" E. 974.40 feet to a point in the southwesterly line of said
 Lot 19, Tract No. 1796, Sheet No. 3, as shown on map recorded in Book 22, pages 42
 and 43, of Maps, in the office of said recorder; thence along said
 southwesterly line S. 56°45'00" E. 39.34 feet; thence N. 40°41'00" E. 262.00 feet;
 thence N. 56°36'00" E. 296.50 feet; thence S. 89°02'00" E. 442.10 feet;
 thence N. 50°39'00" E. 86.00 feet; thence N. 30°13'00" W. 104.00 feet;
 thence N. 49°50'00" W. 113.00 feet; thence N. 25°44'00" W. 101.00 feet;
 thence N. 58°14'00" W. 81.00 feet; thence N. 81°22'00" W. 159.00 feet;
 thence N. 63°32'00" W. 204.00 feet; thence N. 39°56'00" W. 117.00 feet;
 thence N. 3°14'00" E. 456.00 feet; thence N. 26°31'00" W. 186.00 feet;
 thence N. 30°13'00" W. 143.00 feet; thence N. 60°12'00" W. 45.00 feet;
 thence N. 44°17'00" W. 168.00 feet; thence N. 14°41'00" E. 75.00 feet;
 thence N. 1°23'00" E. 175.00 feet; thence N. 33°32'00" E. 124.80 feet;
 thence N. 41°16'00" W. 56.00 feet; thence S. 57°51'00" W. 296.00 feet;
 thence N. 4°43'00" W. 422.12 feet to the southwesterly extremity of that course in the
 generally northerly boundary of said Lot 19, Tract No. 1796, Sheet No. 3, having a
 length of 115.00 feet; thence in a generally easterly direction along said generally
 northerly boundary to the northeast corner of Lot 16, said Tract No. 1796, Sheet No. 2;
 thence westerly along the northerly line of said Lot 16 and Lot 17, and southerly and
 easterly along the westerly and southerly lines of said Lot 17 to the easterly line of said
 Lot 18, Tract No. 1796, Sheet No. 2; thence southerly along said easterly line to the
 southerly side line of that 60-foot wide strip of land described in deed to County of Los

Angeles, recorded in Book 13005, page 246, of Official Records, in the office of said recorder; thence southeasterly along last said southerly side line to the westerly line of said Lot 10, Tract No. 1796, Sheet No. 2; thence along said westerly line N. 46°24'00" W. to a point in said westerly line, said point being the westerly extremity of that course described in deed to Los Angeles County Flood Control District, recorded in Book 3813, page 378, of said Official Records, as having a bearing and length of N. 79°47'30" W. 149.78 feet; thence northerly along the curved and tangent portions of said westerly line, 135.09 feet to the beginning of a tangent curve concave to the northeast and having a radius of 143.85 feet; thence southeasterly along said curve 85.26 feet; thence tangent to said curve S. 49°21'30" E. 50.77 feet to the beginning of a tangent curve concave to the north and having a radius of 106.46 feet; thence easterly along said curve, a distance of 80.17 feet to the beginning of a tangent curve concave to the north and having a radius of 480.00 feet, a radial line through said last mentioned beginning of a curve bears S. 2°30'15" E.; thence easterly along said curve 97.29 feet to the end of same; thence tangent to said curve N. 75°52'57" E. 121.93 feet to the beginning of a tangent curve concave to the northwest and having a radius of 206.32 feet; thence northeasterly along said curve, a distance of 68.16 feet to the beginning of a tangent curve concave to the northwest and having a radius of 130 feet, a radial line through said last mentioned beginning of curve bears S. 33°02'48" E.; thence northeasterly along said curve a distance of 70.87 feet to the end of same; thence tangent to said curve N. 25°43'12" E. 63.68 feet to the beginning of a tangent curve concave to the northeast and having a radius of 240 feet; thence northeasterly along said curve 14.22 feet to a point in the easterly line of said Lot 10, a radial line through said last mentioned point bears N. 60°53'10" W.; thence along said easterly line of Lot 10, N. 6°36'00" E. to the generally northerly side line of said 60-foot wide strip of land described in said deed to County of Los Angeles; thence easterly and southerly along said generally northerly side line to the easterly line of said Lot 9, Tract No. 1796, Sheet No. 2; thence along last said easterly line S. 16°25'00" E. to a point distant N. 16°25'00" W. 162.58 feet from the most easterly corner of said Lot 9;

thence S. 87°51'00" E. 417.42 feet; thence S. 16°25'00" E. 80.40 feet;
thence S. 76°13'00" E. 164.52 feet; thence N. 74°24'00" E. 280.38 feet;
thence N. 89°45'00" E. 117.30 feet; thence N. 75°48'00" E. 108.15 feet;
thence S. 89°22'00" E. 38.07 feet to the southeasterly line of said Lot 8, Tract
No. 1796, Sheet No. 2; thence along said southeasterly line N. 58°37'00"E. to a point
distant S. 58°37'00" W. 201.23 feet from the southwesterly extremity of that curve in last
said southeasterly line having a length of 127.95 feet and a radius of 1,313.00 feet;
thence N. 50°37'00" E. 143.92 feet; thence N. 55°26'00" E. 540.07 feet; thence
N. 55°20'00" E. 228.72 feet to said southeasterly line of Lot 8; thence southerly in a
direct line to the northwesterly corner of said Lot 42, Tract No. 1796, Sheet No. 2;
thence northeasterly and easterly along the generally northerly line of said Lot 42 to the
southerly side line of said 60-foot wide strip of land described in said deed to said
County of Los Angeles; thence easterly along last said southerly side line to the
southerly side line of that 40-foot wide strip of land described in deed to the County of
Los Angeles, recorded in Book 4476, page 156, of said Official Records; thence
easterly along said southerly side line to the northerly line of said Lot 43, Tract
No. 1796, Sheet No. 2; thence easterly along last said northerly line to the northeasterly
corner of said Lot 43; thence along the southeasterly line of said Lot 43, S. 31°54'00"W.
245.61 feet; thence continuing along the boundary of Los Angeles County Flood Control
District property, N. 78°35'30" E. 94.68 feet; thence N. 87°00'30" E. 102.14 feet; thence
N. 80°00'30" E. 338.38 feet; thence N. 63°59'30" E. 574.62 feet; thence N. 8°34'54" E.
to the southerly side line of that 40-foot wide strip of land described in an easement
deed to said County of Los Angeles, recorded in Book 10049, page 69, of said Official
Records; thence easterly along said southerly side line and the southerly side line of
that 40-foot wide strip of land described in easement deed to the County of Los
Angeles, recorded in Book 3139, page 82, of said Official Records, to the northeasterly
prolongation of that course in the easterly boundary of that parcel of land described in a
Grant Deed to Los Angeles County Flood Control District, recorded in Book 3839, page
122, of said Official Records, said course having a bearing and length of

S. 21°59'00" W. 319.35 feet; thence along said course S. 21°59'00" W. to the southerly extremity of last said course; thence S. 32°26'30" E. 277.52 feet;

thence S. 0°28'00" E. 324.37 feet; thence S. 23°30'30" E. 566.54 feet;

thence S. 40°58'30" E. 342.08 feet; thence S. 48°07'00" E. 60.30 feet;

thence S. 20°07'00" E. 155.15 feet to the southerly line of the land described in deed to R.T. Soper, recorded in Book 3205, page 211, of Deeds, in the office of said recorder; thence along last said southerly line N. 66°07'00" W. 192.24 feet; thence S. 62°23'00" W. 60.07 feet; thence S. 43°53'00" W. 430.53 feet;

thence S. 36°28'30" W. 450.20 feet; thence S. 20°37'30" W. 160.78 feet;

thence N. 56°50'30" W. 161.05 feet; thence N. 54°43'00" W. 464.20 feet;

thence N. 21°19'00" W. 159.28 feet; thence N. 50°20'00" W. 174.64 feet;

thence N. 49°52'30" W. 363.73 feet; thence N. 65°55'00" W. 164.37 feet;

thence S. 68°47'00" W. 65.09 feet; thence S. 21°32'00" W. 70.52 feet;

thence S. 3°58'00" W. 446.28 feet; thence S. 1°37'00" W. 375.24 feet;

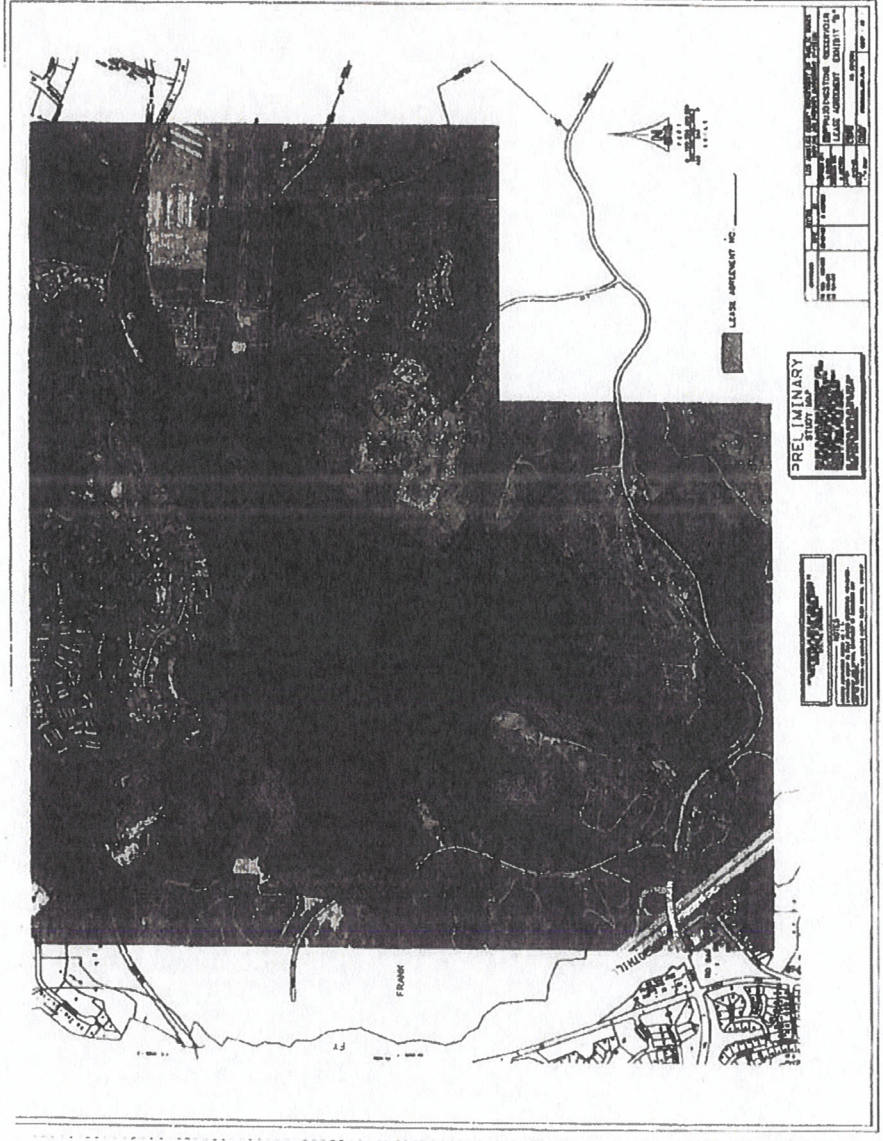
thence N. 50°09'00" W. 416.62 feet; thence S. 71°51'00" W. 223.72 feet;

thence N. 72°29'00" W. 101.98 feet; thence N. 50°59'00" W. 158.41 feet;

thence N. 82°33'00" W. 427.07 feet; thence N. 87°50'00" W. 226.73 feet

to a point in the southeasterly line of Lot 35 of the aforesaid Tract No. 1796, distant N. 31°54'00" E. thereon 572.05 feet from the most southerly corner of said Lot 35; thence S. 31°54'00" W. along the southeasterly line of said Tract No. 1796 to a point, distant N. 31°54'00" E. 174.65 feet from the most easterly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence S. 25°06'30" E. 82.77 feet; thence S. 42°56'00" E. 455.60 feet; thence S. 35°09'30" W. 28.75 feet to the southwesterly line of said parcel of land described in said deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence southeasterly along said southwesterly line to said TRUE POINT OF BEGINNING.

EXCEPTING therefrom that portion thereof within the following described boundaries:



Beginning at the northeasterly corner of said certain parcel of land described in deed recorded in Book 4421, page 122; thence North 88°02'10" West along the northerly line of said last-mentioned certain parcel of land, a distance of 150 feet to the northeasterly corner of said certain parcel of land described in deed recorded in Book 3882, page 136; thence continuing westerly along the northerly line of said last-mentioned certain parcel of land, North 88°02'10" West 241.08 feet to the northerly side line of that certain 60-foot wide strip of land described in an easement deed to the County of Los Angeles, recorded in Book D6081, page 563, of said Official Records; thence easterly along said northerly side line to a straight line which bears South 6°10'06" East and which passes through a point in said northerly line of that certain parcel of land described in Book 4421, page 122, distant along said last-mentioned northerly line North 88°02'10" West 7.00 feet from said northeasterly corner; thence southerly along said straight line to a straight line which bears South 83°29'29" East and which passes through a point in the easterly line of said last-mentioned certain parcel of land, distant along said easterly line South 16°36'10" East 110.37 feet from said northeasterly corner; thence easterly along said last-mentioned straight line to said easterly line; thence northerly along said easterly line to said northerly side line; thence easterly along said northerly side line to the northerly line of said certain parcel of land described in deed recorded in Book 4888, page 118; thence westerly along said last-mentioned northerly line to said easterly line; thence northerly along said easterly line to the point of beginning.

EXHIBIT B

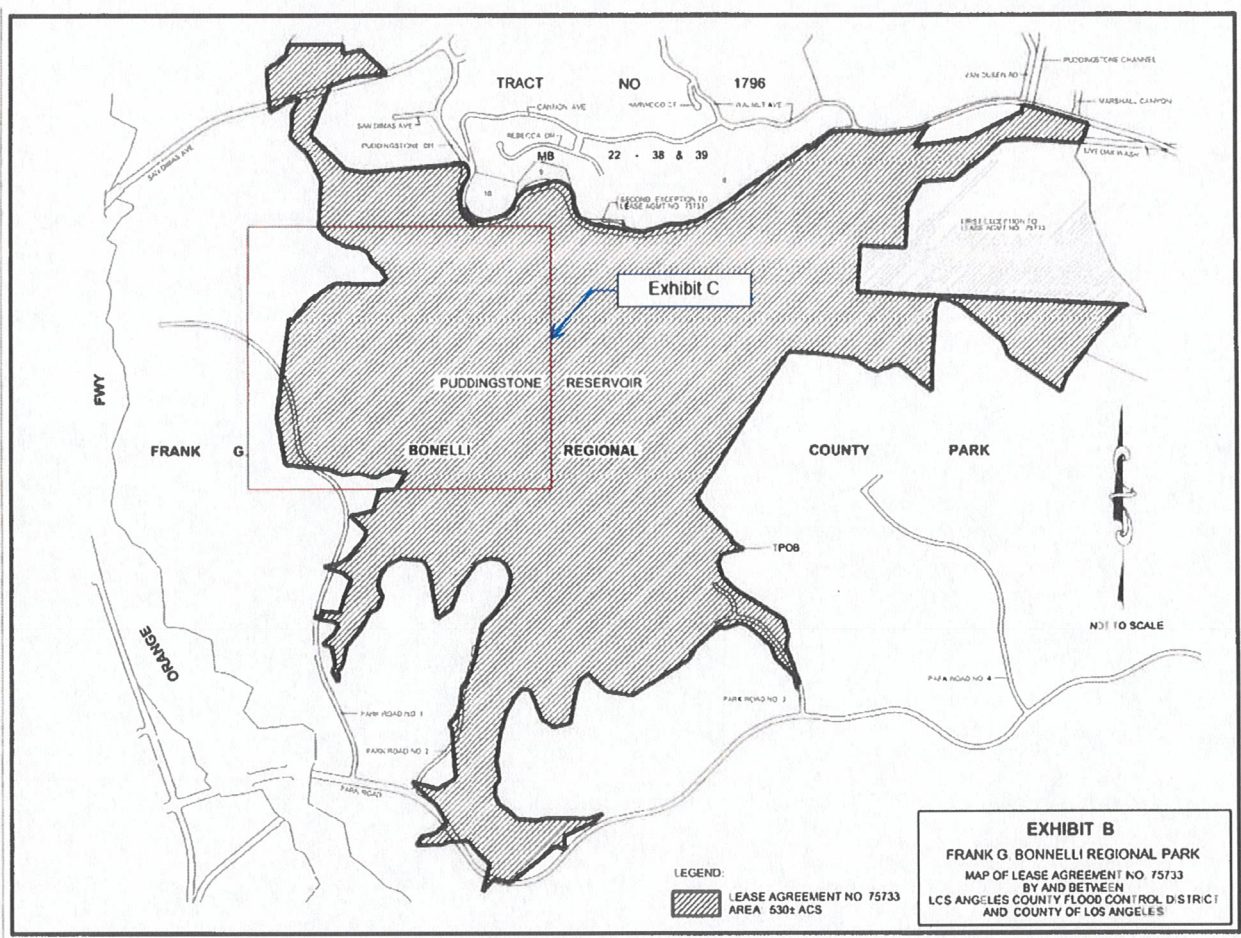
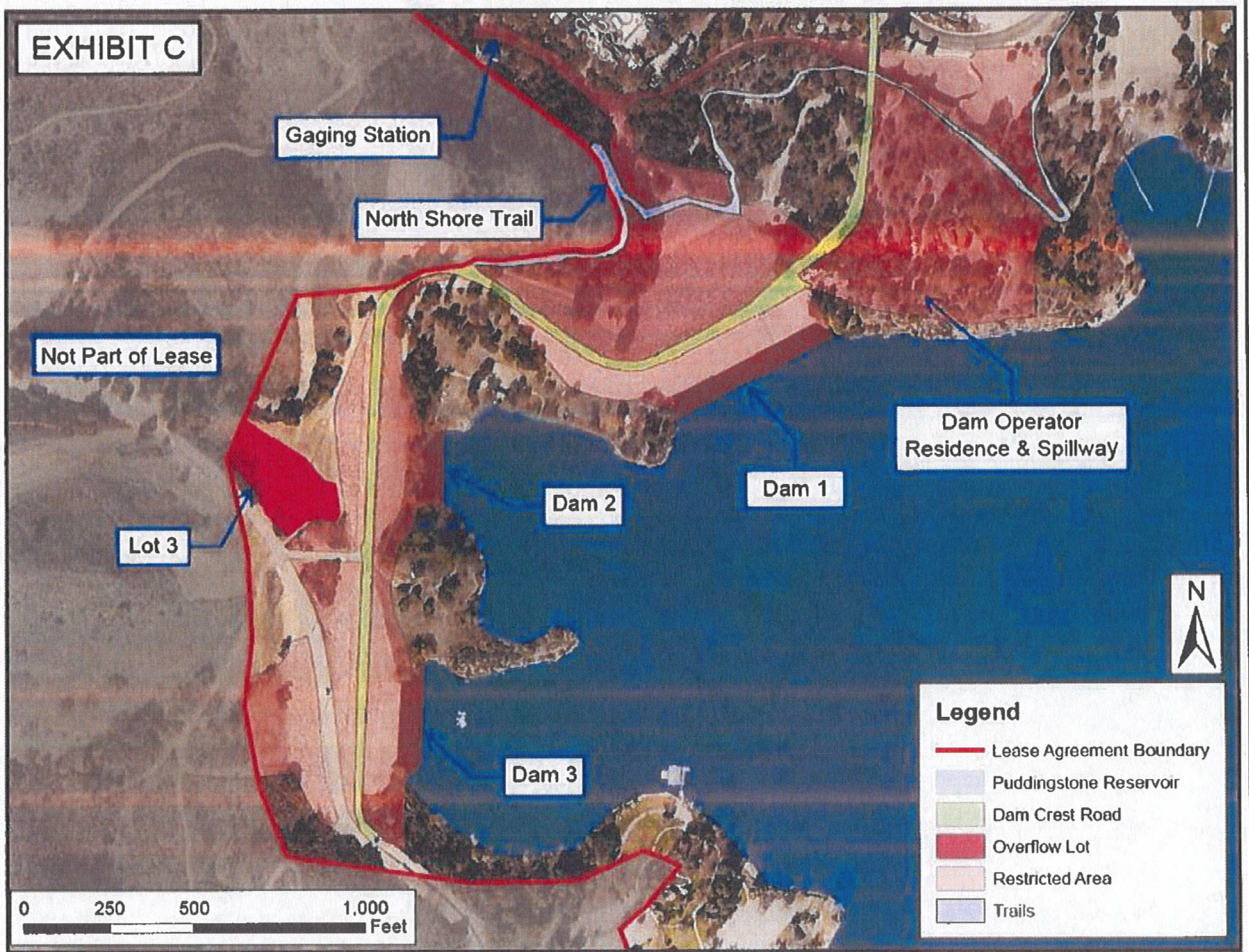
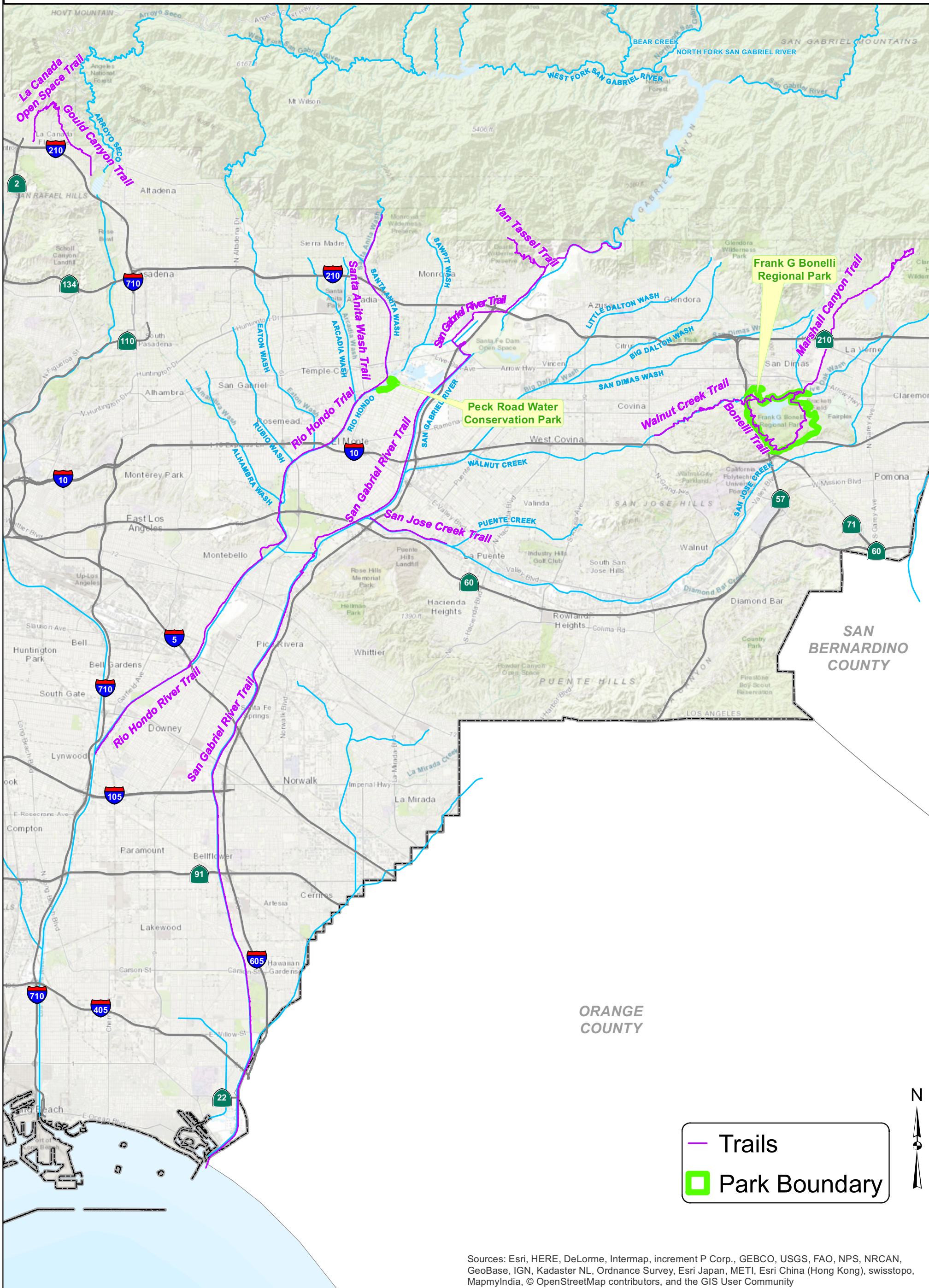


EXHIBIT C



LEASE BETWEEN COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA IN THE CITY OF SAN DIMAS; FUNDING AGREEMENT FOR BONELLI PARK, PECK ROAD PARK IN THE UNINCORPORATED COUNTY AREA ADJACENT TO ARCADIA; AND CERTAIN HIKING AND EQUESTRIAN TRAILS LOCATED ON LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY FOR FISCAL YEAR 2023-24



— Trails
 □ Park Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Path: P:\idpub\HQ\Map\FMD Maps\Parks & Trails\Bonelli Regional and Peck Road Park_Trails.mxd

**FRANK G. BONELLI
REGIONAL PARK AND
RECREATION AREA
LEASE NO. _____**

**LEASE OF FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA
(FISCAL YEAR 2024-25)**

This Lease is entered into this ____ day of _____ 2024, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "DISTRICT."

WHEREAS, the DISTRICT is the owner of certain property known as Puddingstone Dam and Reservoir (hereinafter referred to as PUDDINGSTONE RESERVOIR), generally located in the City of San Dimas; and

WHEREAS, COUNTY is the owner of certain property known as Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as BONELLI PARK), which is also located in the City of San Dimas and is adjacent to the PUDDINGSTONE RESERVOIR; and

WHEREAS, Section 2, Subsection 15, of the Los Angeles County Flood Control Act (hereinafter referred to as the ACT) authorizes the DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties, for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the acquisition by the DISTRICT of a leasehold interest in BONELLI PARK is necessary for the recreational use of the scenic beauty and natural environment of the PUDDINGSTONE RESERVOIR; and

WHEREAS, DISTRICT intends to effectuate the purpose of the above-referenced section of the ACT by entering into this lease Agreement with COUNTY for BONELLI PARK and executing a Funding Agreement, as consideration for the lease, to provide partial funding to protect, preserve, and use of the scenic beauty of PUDDINGSTONE RESERVOIR and BONELLI PARK during the Fiscal Year 2024-25.

ENCLOSURE C

NOW, THEREFORE, COUNTY and DISTRICT, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, do hereby agree as follows:

1. Leased Premises

The COUNTY hereby leases to the DISTRICT those parcels of land, which are part of BONELLI PARK, as shown on the map identified as Exhibit A, Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park, attached hereto and made a part hereof.

2. Term

The term of this Lease begins on July 1, 2024, through and including June 30, 2025.

3. Consideration

As consideration for this Lease, DISTRICT shall provide partial funding for certain operational and maintenance costs of existing recreational features at the BONELLI PARK. The terms of the funding are set forth in the FUNDING AGREEMENT REGARDING THE PRESERVATION OF RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA, PECK ROAD PARK, AND VARIOUS HIKING AND EQUESTRIAN TRAILS between the DISTRICT and the COUNTY.

4. Purpose

The purpose of this Lease is to protect, preserve, and enable the integrated recreational use of the scenic beauty and natural environment of PUDDINGSTONE RESERVOIR and BONELLI PARK through funding provided by the DISTRICT in compliance with the provisions of Section 2, Subsection 15, of the ACT. It is not the intention of the DISTRICT to use or occupy the leased premises or to perform the actual maintenance thereof.

5. Assignment of Lease

The DISTRICT agrees with regard to any rights obtained pursuant to this Lease, not to sublease, or grant any license to use or occupy any portion of BONELLI PARK, except to the State of California. In addition, this Lease is not assignable.

6. Indemnification

COUNTY agrees to indemnify, defend, and save harmless DISTRICT, its agents, officers, and employees, from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this Lease or the ownership, control, operation and/or maintenance, including any acts or omissions relating thereto, of any of BONELLI PARK, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon.

7. Taxes

The DISTRICT shall not be liable for any and all taxes and/or assessments levied upon BONELLI PARK. COUNTY agrees that pursuant to paragraph 6 hereof, the COUNTY shall indemnify, defend, and save the DISTRICT harmless from any and all such taxes and assessments.

8. Notices

All notices by either party to the other shall be sent to the other party at the addresses below.

COUNTY - Executive Office
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

DISTRICT - Los Angeles County Public Works
Stormwater Maintenance Division
Annex Building, Second Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

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ENCLOSURE C

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by and through their respective duly authorized officers, as follows.

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chief Engineer

By _____
Director of Parks and Recreation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

DAWYN R. HARRISON
County Counsel

By _____
Deputy

By _____
Deputy

**FUNDING AGREEMENT REGARDING THE PRESERVATION OF
RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND
RECREATION AREA, PECK ROAD PARK, AND
VARIOUS HIKING AND EQUESTRIAN TRAILS
FOR FISCAL YEAR 2024-25**

THIS FUNDING AGREEMENT is made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), and the County of Los Angeles (hereinafter referred to as COUNTY).

WHEREAS, Section 2, subsection 15, of the Los Angeles County Flood Control Act authorizes the DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the COUNTY by and through its Department of Parks and Recreation (hereinafter referred to as DEPARTMENT), currently operates and maintains the Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as BONELLI PARK), Peck Road Park, and the following hiking and equestrian trails:

Rio Hondo River Trail
Santa Anita Wash Trail
San Gabriel River Trail
Van Tassel Trail
San Jose Creek Trail
Walnut Creek Trail
Bonelli Regional Park Trail
Marshall Canyon Trail
Gould Canyon Trail
La Canada Open Space

all of which are hereinafter collectively referred to as "PARKS AND TRAILS;" and

WHEREAS, said PARKS AND TRAILS are either located on DISTRICT property or on property contiguous to DISTRICT property in which the DISTRICT has acquired an interest; and

WHEREAS, to facilitate DISTRICT funding for recreational features at BONELLI PARK, COUNTY and the DISTRICT propose to execute a lease under which the DISTRICT will acquire a leasehold interest in BONELLI PARK for a leasehold term concurrent with the term of this FUNDING AGREEMENT (hereinafter referred to as the BONELLI LEASE); and

ENCLOSURE D

WHEREAS, it is the intention of both parties hereto that the sole purpose of this FUNDING AGREEMENT is to provide partial DISTRICT funding consistent with the provisions of Section 2, subsection 15, of the Los Angeles County Flood Control Act, during the Fiscal Year 2024-25, and the mutual written approval of the Chief Engineer of the DISTRICT and Director of Parks and Recreation (hereinafter referred to as DIRECTOR), or its designee, for recreational features at said PARKS AND TRAILS, all as set forth herein.

NOW, THEREFORE, DISTRICT and COUNTY, for and in consideration of the mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this FUNDING AGREEMENT, DISTRICT shall reimburse COUNTY for ACTUAL COSTS (as described below) incurred during the term of this FUNDING AGREEMENT for certain of the COUNTY'S operation and maintenance expenditures at said PARKS AND TRAILS. The total of all DISTRICT reimbursements made pursuant to this FUNDING AGREEMENT shall not exceed the sum of \$4,900,000 and further, shall not exceed the following respective maximum amounts for each facility:

Bonelli Park	\$4,142,000
Peck Road Park	\$361,000
Park Trails	\$397,000

In no event shall any provision of this FUNDING AGREEMENT nor any obligation or liability imposed either directly or indirectly by or because of this FUNDING AGREEMENT obligate DISTRICT to expend any monies in excess of the amounts indicated within this Section.

2. ACTUAL COSTS shall consist of and be limited to actual costs consistent with the provisions Section 2, subsection 15, of the Los Angeles County Flood Control Act, incurred at said PARKS AND TRAILS for trails maintenance, grounds maintenance, building maintenance, utilities, lifeguards, and safety police and shall include currently applicable percentages added to salary, wage, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. Additionally, in regard to BONELLI PARK, ACTUAL COSTS shall be limited to the aforementioned costs only as they relate to the following (collectively referred to as BONELLI COSTS): (a) the maintenance of the trails and Puddingstone Reservoir as depicted on the diagram entitled "Puddingstone Dam and Reservoir/Frank G. Bonelli Regional Park Use and Amenities" attached hereto as Exhibit A; (b) the recreational amenities within the boundaries of the MAINTAINED AREAS as depicted on Exhibit A; and (c) the BOAT INSPECTION as depicted on Exhibit A.

ENCLOSURE D

3. DISTRICT's obligation to reimburse COUNTY for BONELLI COSTS incurred during the term of this FUNDING AGREEMENT is contingent upon COUNTY and DISTRICT entering into the BONELLI LEASE. In no event shall DISTRICT have any obligation whatsoever to reimburse COUNTY for any BONELLI COSTS unless and until COUNTY and DISTRICT enter into said lease.
4. COUNTY shall provide the required labor, equipment, and materials for the operation and maintenance of PARKS AND TRAILS in accordance with standard DEPARTMENT practices during the term of this FUNDING AGREEMENT.
5. COUNTY shall keep accurate and up-to-date records of all expenses incurred relative to any ACTUAL COSTS for which COUNTY is reimbursed by DISTRICT pursuant to this FUNDING AGREEMENT. The books and records of the DEPARTMENT will be available upon reasonable notice for review by DISTRICT staff. DEPARTMENT shall retain operating and fiscal records for a minimum of four years following the termination of this FUNDING AGREEMENT.
6. COUNTY shall invoice DISTRICT on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this FUNDING AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., trail maintenance, building maintenance, utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the DIRECTOR, or its designee, certifying that all costs billed to the DISTRICT are appropriate and proper expenditures under Section 2, subsection 15, of the Los Angeles County Flood Control Act and as described under Section 2 of this Funding Agreement.
7. Quarterly invoices prepared by the DEPARTMENT are to be submitted to the DISTRICT through an eCAPS ITARV document.
8. The term of this FUNDING AGREEMENT begins on July 1, 2024, through and including June 30, 2025.
9. In executing this FUNDING AGREEMENT, the DISTRICT is merely providing funding for recreational features at COUNTY PARKS AND TRAILS. Consistent with the nature of this FUNDING AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither DISTRICT, nor any officer or employee of DISTRICT, shall be liable for any damage, cost, or expense, which relates to, arises out of, or is in any way connected with this FUNDING AGREEMENT or with any of the PARKS AND TRAILS for which funding is herein provided as a result of this FUNDING AGREEMENT.

ENCLOSURE D

10. COUNTY agrees to indemnify, defend, and save DISTRICT, its agents, officers, and employees, harmless from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses, and claims for bodily injury, death, personal injury, or property damage, arising from the acts or omissions by COUNTY which relate to, arise out of, or in any way are connected with this FUNDING AGREEMENT, the execution of this FUNDING AGREEMENT by the parties hereto, or the ownership, control, operation, and/or maintenance, including any acts or omissions relating thereto, of any of the PARKS AND TRAILS, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon.

IN WITNESS WHEREOF, the parties hereto have caused this FUNDING AGREEMENT to be executed by and through their respective duly authorized officers on this _____ day of _____ 2024, as follows:

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chief Engineer

By _____
Norma E. García-González
Director of Parks and Recreation

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

APPROVED AS TO FORM:

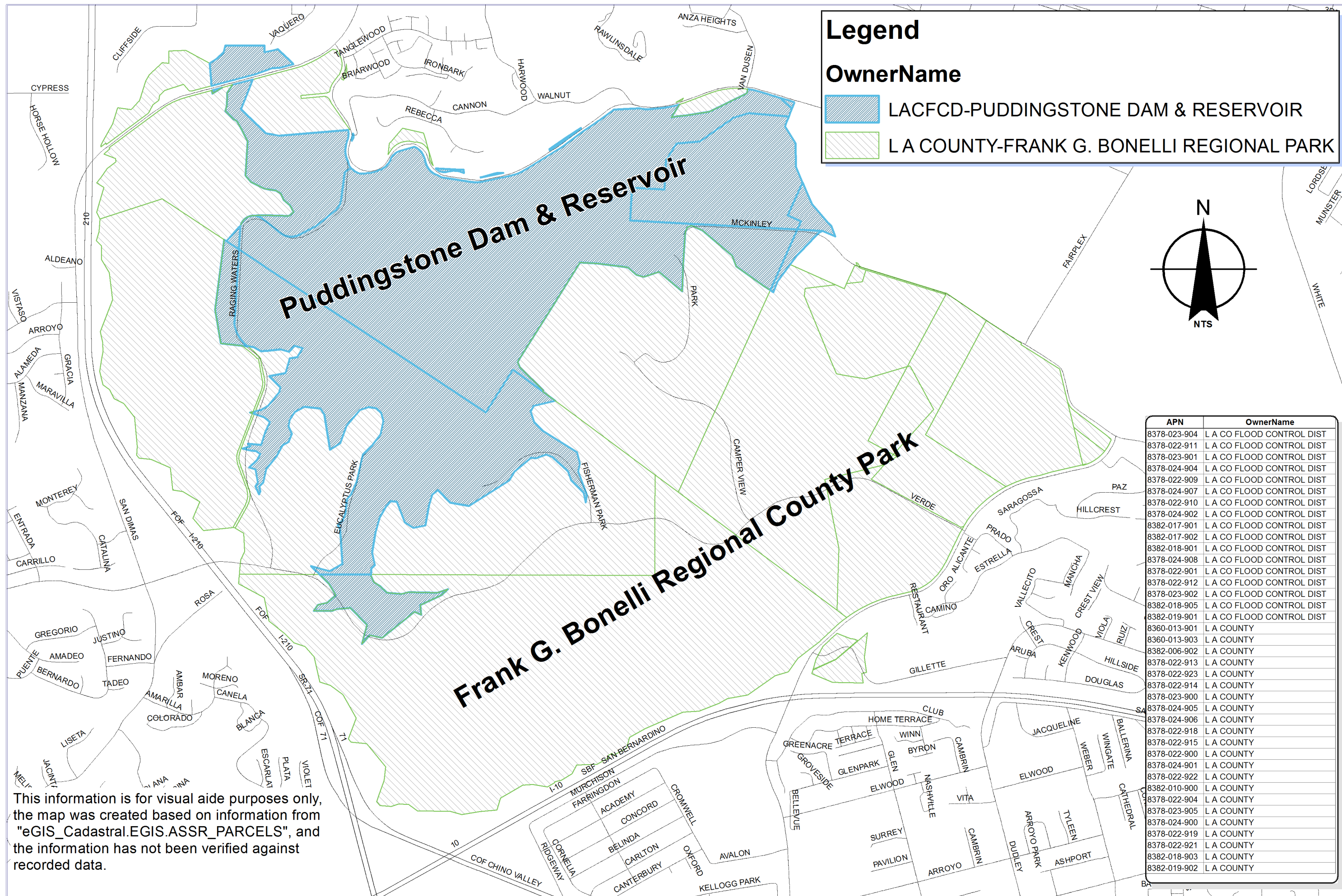
DAWYN R. HARRISON
County Counsel

Deputy

Deputy

EXHIBIT A

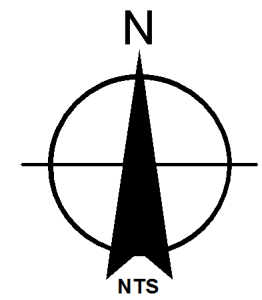
Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park



Legend

OwnerName

- LACFCD-PUDDINGSTONE DAM & RESERVOIR
- LA COUNTY-FRANK G. BONELLI REGIONAL PARK



APN	OwnerName
8378-023-904	L A CO FLOOD CONTROL DIST
8378-022-911	L A CO FLOOD CONTROL DIST
8378-023-901	L A CO FLOOD CONTROL DIST
8378-024-904	L A CO FLOOD CONTROL DIST
8378-022-909	L A CO FLOOD CONTROL DIST
8378-024-907	L A CO FLOOD CONTROL DIST
8378-022-910	L A CO FLOOD CONTROL DIST
8378-024-902	L A CO FLOOD CONTROL DIST
8382-017-901	L A CO FLOOD CONTROL DIST
8382-017-902	L A CO FLOOD CONTROL DIST
8382-018-901	L A CO FLOOD CONTROL DIST
8378-024-908	L A CO FLOOD CONTROL DIST
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8378-022-912	L A CO FLOOD CONTROL DIST
8378-023-902	L A CO FLOOD CONTROL DIST
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8360-013-901	L A COUNTY
8360-013-903	L A COUNTY
8382-006-902	L A COUNTY
8378-022-913	L A COUNTY
8378-022-923	L A COUNTY
8378-022-914	L A COUNTY
8378-023-900	L A COUNTY
8378-024-905	L A COUNTY
8378-024-906	L A COUNTY
8378-022-918	L A COUNTY
8378-022-915	L A COUNTY
8378-022-900	L A COUNTY
8378-024-901	L A COUNTY
8378-022-922	L A COUNTY
8382-010-900	L A COUNTY
8378-022-904	L A COUNTY
8378-023-905	L A COUNTY
8378-024-900	L A COUNTY
8378-022-919	L A COUNTY
8378-022-921	L A COUNTY
8382-018-903	L A COUNTY
8382-019-902	L A COUNTY

This information is for visual aid purposes only, the map was created based on information from "eGIS_Cadastral.EGIS.ASSR_PARCELS", and the information has not been verified against recorded data.

Exhibit B








Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park Use & Amenities

FRANK G. BONELLI REGIONAL PARK
 120 E. VIA VERDE
 SAN DIMAS, CA 91773
 (909) 599-8411







PARK INFORMATION:
 250 ACRES OF LAKE SURFACE
 5 MILES OF SHORELINE
 LAKE DEEPEST POINT 60 FT.
 1799 ACRES OF LAND
 14 MILES OF TRAILS



ATTENDANCE TOTAL

- SHORELINE**
 **PICNICS: 251,619**
 PERCENT USAGE: 34%
 -  **SWIMMERS: 61,057**
 PERCENT USAGE: 8%
 -  **FISHERMAN: 51,087**
 PERCENT USAGE: 7%
 -  **BOATERS: 18,323**
 PERCENT USAGE: 3%
 -  **GROUP PICNICS: 167,747**
 PERCENT USAGE: 21%
 -  **SPECIAL EVENTS / RESERVATIONS: 45,866**
 PERCENT USAGE: 6%
 -  **TRAIL USAGE: 29,790**
 PERCENT USAGE: 4%
- APPROXIMATE PASSIVE RECREATION: 125,000**
 PERCENT USAGE: 17%
- TOTAL = 750,489**

TOTAL LAKE ACTIVITY VISITORS: 427,952
 PERCENT USAGE: 58%

-  **SHORE LINE**
-  **MAINTAINED AREAS**
-  **(16) RESTROOMS**
-  **(6) PLAYGROUNDS**
-  **(4) GATE ENTRANCE**
-  **BOAT INSPECTION**