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Kenneth Hahn Hall of Administration **Executive** 500 West Temple (213) 974-1101 500 West Temple Street, Room 713, Los Angeles, CA 90012 ceo.lacounty.gov

> **Chief Executive Officer** Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

16 January 14, 2025

January 14, 2025

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:

EXECUTIVE OFFICER

REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE A QUITCLAIM DEED AND FUNDING AGREEMENT WITH HAPPY TRAILS FOR KIDS APPROVE AN APPROPRIATION ADJUSTMENT, AND 50-YEAR LEASE WITH SIERRA YOUTH SPORTS ASSOCIATION. 30500 ARRASTRE CANYON ROAD, ACTON (FISCAL YEAR 2024-25) (FIFTH DISTRICT) (4 VOTES)

SUBJECT

This is a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute: 1) a quitclaim deed to transfer the County-owned property located at 30500 Arrastre Canyon Road in Acton (Property) to Happy Trails for Kids; 2) a funding agreement to support improvements for the site (Funding Agreement); 3) an appropriation adjustment; and 4) a 50-year lease (Little League Lease) to the Sierra Youth Sports Association for a portion of the northern most part of the Property for baseball and softball activities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the delegation of authority to approve and execute a proposed quitclaim deed and Little League Lease is not a project under the California Environmental Quality Act (CEQA); alternatively, find that the delegation of authority to approve and execute a proposed quitclaim deed and Little League Lease is exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities; further find that delegation of authority to approve and execute a funding agreement are exempt from CEQA for the reasons stated in this Board letter and in the record of the proposed actions.

- 2. Find that pursuant to Government Code Section 26227, the recommended actions to authorize execution of the proposed quitclaim deed, Funding Agreement, and Little League Lease will serve public purposes and will make available County real property, not needed for County purposes, to be used to carry out programs in the best interests of the County and the public.
- 3. Authorize the Chief Executive Officer, or her designee, to execute the proposed quitclaim deed for approximately 133 acres located at 30500 Arrastre Canyon Road in Acton, Los Angeles County from the County (Grantor) to Happy Trails for Kids, a California nonprofit corporation (Grantee).
- 4. Approve an appropriation adjustment to transfer \$2,400,000 from Various Public Health Centers Refurbishment, Capital Project No. 87426, and \$1,500,000 from the Department of Public Health (DPH) Services and Supplies budget, offset with 2011 Realignment-Nondrug Medi-Cal Substance Abuse Treatment Services revenue, to the Project and Facility Development budget for the "Happy Trails for Kids Campus Renovation Project" funding agreement with Happy Trails for Kids for improvements and repairs. Also, to transfer \$75,000 from Various Public Health Centers Refurbishment, Capital Project No. 87426 to the Board of Supervisors Services and Supplies budget for the Social Program Agreement with Happy Trails for Kids for capital improvement of the campus.
- 5. Authorize the Chief Executive Officer, or her designee, to execute, and if necessary, to amend or terminate the proposed funding agreement between the County and Happy Trails for Kids for the total amount not to exceed \$3,900,000 for repairs, renovations, and capital improvements on the Property (Funding Agreement).
- 6. Authorize the Chief Executive Officer, or her designee, to execute the proposed 50-year lease with the Sierra Youth Sports Association, Inc. for the use of the property for baseball and softball activities for their Little League.
- 7. Authorize and delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute, and grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed quitclaim deed, Funding Agreement, and Little League Lease, and to take any actions necessary and appropriate to implement the proposed quitclaim deed, Funding Agreement, and Little League Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions would find that the delegation of authority to approve and execute a proposed quitclaim deed is not a project under CEQA; alternatively, approval would find that the delegation to approve and execute a proposed quitclaim deed is exempt from the CEQA; approval of the actions herein would further find that delegation of authority to approve and execute the Little League Lease and Funding Agreement are exempt from CEQA and authorize and delegate authority for the proposed actions.

The County prioritizes efforts that support the ability of young people to develop to their full potential. This is especially important for those that are involved in our dependency system. Providing access to summer camp presents a unique opportunity to help support the development of youth who are currently in the foster care system. Summer camp has been shown to improve academic outcomes including the ability to meet grade-level expectations in reading and math, thus reducing the likelihood that they will be held back a grade or drop out of school. Summer camp also enhances the development of social skills, conflict resolution, cooperation with others, and helps to build self-esteem and resilience. Such skills lead to a reduced likelihood that these young people will

engage in risky behaviors, such as substance use and delinquency. Outdoor activities help improve their physical health, develop healthy habits, and reduce stress and anxiety. In addition to these benefits, summer camp can also provide foster youth with a sense of belonging and community within an environment conducive to positive youth development and the promotion of healthy behaviors.

The 133-acre campus, built in the 1930's, was previously used by DPH as an adult residential substance use disorder treatment center. While the facility has been closed since July 2021, and since then has been unoccupied, historically it accommodated up to 309 patients with 149 staff. It is an ideal location to repurpose for foster youth camp services given its existing residential cabins and dorms (that have accommodated up to 458 staff and campers), its industrial kitchen space, indoor group rooms, administrative offices, and baseball fields. In addition, the Property contains undeveloped land with potential to expand recreational and educational opportunities in the future.

Section 26227 of the California Government Code authorizes the Board to expend money to establish programs, or fund programs deemed by the Board to be necessary to meet the social needs of the population of the County. Section 26227, moreover, authorizes the Board to make available real property to nonprofit corporations to carry out these programs without complying with any other provisions of the California Government Code, including the Surplus Land Act.

Happy Trails for Kids, a 501(c)(3) non-profit organization, emerged as the most appropriate non-profit entity to occupy the site. Their mission to serve foster youth through camp access accords with the County's priority to effectively serve youth involved in the dependency and delinquency systems, and to support their preparation for, and successful transition to, adulthood.

The Property would be granted to Grantee by a quitclaim deed, on an "as-is where-is" basis with all future costs for maintenance, renovations, and development efforts covered at the expense of the Grantee. The proposed quitclaim deed would be on a gratis basis as authorized by section 26227. The quitclaim deed would reserve to the County certain existing rights over the Property, including pre-existing access rights and the ability to continue accessing existing Department of Parks and Recreation trails, by reserving for itself a 20-foot-wide easement for public use, as well as for vehicular traffic. It would also contain a reversionary clause should Grantee fail to provide or allow others to provide seasonal camp use for foster youth or if they should sell the Property. As part of the proposed Property transfer, the Grantee would assume the proposed Little League Lease and would be responsible for allowing the community to continue use of the ballfields. Sierra Youth Sports Association currently uses the fields for their Little League.

Grantee anticipates making certain improvements after the quitclaim has been completed, including replacement of the defunct wastewater treatment system destroyed by a lightning strike and fire; minor interior renovation and repair of existing structures to accommodate the camp's immediate needs; and revitalization of existing playing fields. Grantee intends to make other improvements subsequent to the proposed transfer including: 1) landscaping, with any tree removal limited to the preservation of health and safety; 2) building a children's playground in previously used recreational areas; 3) refurbishing outdoor sports areas; 4) creating new seating and gathering areas with related shade structures; 5) paving a small parking area; 6) placing signage on existing trails; 7) installing new lighting and signage on designated pedestrian pathways; 8) repairing existing RV pads; 9) repaving of the existing drop-off area; 10) updating the main entrance sign; and 11) building spaces for outdoor recreation in previously disturbed areas of the site, including a new rock-climbing wall, archery field, and ropes course.

The County will provide funds to Grantee, not to exceed \$1,500,000, for due diligence environmental reports, consisting of a Phase I Environmental Site Assessment conducted in advance of the proposed transfer, and for the replacement work on the wastewater treatment system. In addition, the County would provide funds, not to exceed \$2,400,000 for repairs and capital improvements, as described above, to make the site camp-ready, for a total of \$3,900,000. The transfer of \$3,900,000 will be formalized through the Funding Agreement. Additionally, \$75,000 was granted to Happy Trails for Kids through a Social Program Agreement for predevelopment activities at the property.

Happy Trails for Kids plans to lease the property to Pali Institute, Inc., an outdoor education benefit corporation, and contract with Pali Ranch, LLC to manage, maintain, and operate the Property year-round. Pali Institute, Inc. provides outdoor and overnight education programs for grades 3 through 12 focusing on outdoor education, science, and leadership. Happy Trails for Kids and Pali Institute, Inc. plan to share the Property, with Happy Trails for Kids operating their camp during the summer months of June, July, and August, and Pali Institute, Inc. operating their outdoor education camp during the traditional school year of September 1 through May 30.

The northernmost portion of the site has been used by the Little League, pursuant to a license approved by the Board on January 7, 2003. Under this license, the Little League has provided programs for baseball and softball leagues along with tournaments to the local Acton community. The proposed Little League Lease with the Little League would allow the community to continue its youth programming according to and at the level of usage included in the previous license, encouraging team building and health through an active lifestyle.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 2 – "Foster Vibrant and Resilient Communities" – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partners and community-based organizations, will foster vibrant and resilient communities. It also addresses community-wide issues, social determinants of health, risks and conditions that contribute to health disparities and threaten healthy lifestyles, and environmental and community health. Lastly, it invests in our communities and creates public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected, and can access opportunities.

The proposed actions are also consistent with the Strategic Asset Management Goals Strengthening the connection between service priorities and asset decisions and Prioritizing needs to optimize highest and best use of assets and Key Objective No. 5. – Fund Highest Priority Needs.

The proposed quitclaim deed, Funding Agreement, and Little League Lease support the above goals and objective by investing County's resources into programs that foster both the mental and physical wellbeing of the youth in Los Angeles County.

FISCAL IMPACT/FINANCING

Currently, DPH spends approximately \$3,000,000 each year maintaining the property. Transferring this site to the Grantee will enable DPH to avoid spending additional funds to maintain, repair and operate this unused property.

The maximum total cost incurred by the County under the Funding Agreement will not exceed \$3,900,000, of which \$1,500,000 is allocated to the replacement of the current inoperable wastewater treatment plant, and \$2,400,000 is allocated for repairs and capital improvements to the site.

Approval of the enclosed appropriation adjustment (Enclosure C) will transfer \$2,400,000 from Various Public Health Centers Refurbishment, Capital Project No. 87426, and \$1,500,000 from the Department of Public Health Services and Supplies budget, offset with 2011 Realignment-Non-Drug Medi-Cal Substance Abuse Treatment Services revenue, to the Project and Facility Development budget for a Capital Improvement and Acton Wastewater Solution Funding Agreement with Happy Trails for Kids. The appropriation adjustment will also transfer \$75,000 from Various Public Health Centers Refurbishment, Capital Project No. 87426 to Board of Supervisors Services and Supplies budget for Social Program Agreement with Happy Trails for Kids for capital improvement of the campus.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the proposed quitclaim deed, Funding Agreement, and Little League Lease and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed delegation of authority to approve and execute a quitclaim deed and the proposed Little League lease are activities that are not a project CEQA because they are excluded from the definition of a project set forth in California Public Resources Code Section 21065 and State CEQA Guidelines Section 15378(b) since the activities are administrative activity of government that will not result in direct or indirect physical changes in the environment. These are individual and unrelated actions, as there had been an existing agreement with the Little League since 2003 that would have continued regardless of the proposed transfer. Alternatively, delegation of authority for execution of a quitclaim deed and Little League Lease are categorically are exempt from the CEQA because they are within certain classes of projects that have been determined not to have a significant effect on the environment according to sections 15301(a), (b), (c) and (d), 15302(c), 15303 (c), (d), and (e), 15304 (b), and 15311(a) and (b), and 15331 of the State CEQA Guidelines and Classes, and 1(c), (d), (n), and (u), 2(a), (b), and (e), 3(b), (d), and (k), 4(c) and 11, of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. Execution of the proposed funding agreement is categorically exempt from CEQA, pursuant to the same exemption sections, or the same reasons. The proposed improvements to be funded provide for operation, leasing, minor alteration of existing public facilities, including interior modification of existing facilities and structures. and a change in the method of conveyance of an existing facility with negligible or no expansion of an existing or former use; replacement of existing facilities at the same site with new facilities of substantially the same purpose and capacity; revitalization of existing playing fields and multi-purpose courts; installation of new small equipment in existing facilities; accessory structures; minor alteration of land including landscaping and signage with no removal of trees, unless otherwise recommended by arborist reports; and maintenance, repair and restoration of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and has no cumulative impacts, unusual circumstances,

damage to scenic highways, listing on hazardous waste sites compiled, pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the records of the proposed project.

Upon the Board's approval of the recommended actions, the Chief Executive Officer, or her designee, will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Land Use and Climate Innovation in accordance with section 21152 of the Public Resources Code and will post the notice to the County's website pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services as the site is no longer in use and will now be used to carry out programs in the best interests of the County and the public.

Respectfully submitted,

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:MGR:KG:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Public Health

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

Happy Trails for Kids Attn: Lindsay Elliott, Executive Director 2525 Ocean Park Blvd., Suite 104 Santa Monica, CA 90408

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DOCUMENTARY TRANSFER TAX IS \$2,970.00 County

TAX PARCEL: APN: 3209-020-900

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic ("Grantor"), hereby releases, remises and quitclaims to:

HAPPY TRAILS FOR KIDS, a California nonprofit corporation ("Grantee")

all of the Grantor's right, title and interest in and to the real property ("Property"), "as-is", "where-is", with all faults and no representations or warranties of any kind whatsoever, express or implied, as to the condition, use, or suitability of Grantee's intended use of the Property, reserving and excepting to the County the following:

- a. all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.
- b. a twenty (20) foot wide easement for public use as "multi-use trails" accommodating pedestrians, equestrians, mountain bikers, and County vehicles beginning at the southwest corner of the parcel adjacent to the existing road, extending due north to the northwest corner of the property, extending along the existing unpaved access road, and then southeast to the intersections of parcels 3209-020-057 and 3209-020-65 as depicted in Exhibit D attached hereto.
- c. an easement for a trailhead and a public parking area of approximately 3.00 acres of the partially graded area located northeast portion of the property at Lat:34.27'7.94" N and Lon:118.11'38.47" W for use as a trailhead and public parking area including an easement for public vehicular ingress and egress extending along the existing unpaved access road to and from the trailhead easement and Crown Valley Road.
- d. the accustomed right of access and use of the Property by several of its departments, including but not limited to the Department of Public Works and Fire Department, upon sufficient written notice.
- e. the right to request reasonable use of the Property, subject to Section 8 below.

The Property is located at 30500 Arrastre Canyon Road, in the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and depicted in Exhibit B, both incorporated herein by reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME THE FOLLOWING COVENANTS (Covenants):

- 1. All taxes, interest, penalties and assessments of record, if any.
- 2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, as recorded, if any
- 3. Any other encumbrance or interest in the Property, recorded or unrecorded, if any.
- 4. The express condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against, or preference, gratuity, bonus, or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory.
- 5. The express condition that the Property so conveyed shall focus on serving children in the foster care system through seasonal camp services for such children, and shall also be used to provide outdoor education services and recreational activities for the community as more specifically set forth in Sections 6 and 7 below. If Grantee should fail, refuse, or neglect to use said Property for such seasonal camp, recreational activities and/or outdoor educational purposes, title to the said Property shall immediately revert to the County free of all monetary liens and encumbrances, without further notice and without the necessity of any affirmative action on the part the County to assert any rights in the said Property.
- 6. Notwithstanding the above, the County understands and agrees that Grantee's lessees, licensees, and operators, may provide camp, outdoor education and recreational services to others not in the foster care system during the time periods when the Property is not being used by Grantee.
- 7.The express condition that the Grantee assume and perform all duties under that certain lease ("Lease") between the County and the Sierra Youth Sports Association, Inc. ("Little League") dated _____, 2025, under which the Little League has full use of the northernmost three acres of the Property (the "ballfields" more particularly described in Exhibit C) for the Little League's continued and accustomed use, and if the Grantee should fail, refuse, or neglect to honor its duties under the Lease in any material respect, after notice and ten (10) day cure period, Property ownership shall automatically revert back to County should the ballfields be used by Grantee or with Grantee's permission for any other purposes. For the purpose of clarity, if the Little League or comparable successor ceases to use the ballfields at its own discretion, or if the Little League or comparable successor breaches or terminates the Lease, the reversion provisions shall not be applicable.
- 8. Upon the County's request, which request shall be made not less than thirty (30) business days prior to the desired date and time, to the extent not conflicting with a previously scheduled use for the desired facility or facilities or impeding or interfering with Grantee's use of the Property, Grantee shall make the Property available for County's reasonable use. County recognizes that Grantee's scheduling may occur far in advance and as a result, availability may be limited. County's request shall state with specificity the date(s), time(s) and purpose(s) for which use of such facilities is being requested. County shall not exercise its rights under this Section 8 more than twelve (12) times in any calendar year or for a total of more than twenty (20) days. Further, such use shall be no more than (4) times or for a total of more than six (6) days during the Los Angeles Unified School District school year. County shall not be responsible for any fees, rent or

costs for the use of the space; provided, that Grantee may charge County for any reasonable, actual, out-of-pocket, third-party expenses incurred due to County's use (including a pro rata portion of the salary of any on-site staffing necessary for the County's use), and County shall be responsible for and shall promptly repair any damage to the Property, and remove all trash and debris, caused by County's use or entry onto the Property. All County invitees on the site shall have appropriate background checks completed in light of the presence of children on the Property. The scope of such background checks shall be consistent with those required of visitors to Grantee's programming onsite as provided in writing to County prior to the date hereof.

- 9. The express condition that Grantee is aware and accepts that the Property has been identified as having potential eligibility for listing subject to County's Historic Preservation Ordinance and subject to any applicable development restrictions per County Ordinance 22.124.
- 10. The express condition that the Property is held and hereafter shall be held, hypothecated, encumbered, leased, rented, used and occupied subject to the Covenants. All of the herein-stated Covenants are intended to constitute both equitable servitudes and covenants running with the land.
- 11. Grantee shall indemnify, defend, save and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents, and each of them against any and all claims, demands, actions, rights, causes of action, obligations, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees and court costs of any nature whatsoever in any way related to or out of or in connection with the Property following the date hereof.
- 12. Grantee shall not assign, sell, or otherwise transfer all or a portion of the Property (excluding, for the purpose of clarity, any permissible lease or license), and any such assignment, sale or transfer shall be null and void. Should Grantee no longer desire to own the Property, Grantee shall work with the County to return the Property to the County's sole ownership.
- 13. The County is providing Three Million Nine-Hundred Seventy-Five Thousand Dollars (Funds) to Grantee along with the Property. Any reversion or return of the Property to County shall also include return of any portion of the Funds unspent on repairs, renovations, or capital improvements on the Property.
- 14. Any and all use of the Property shall be in compliance at all times with all local, state and federal laws, rules, and regulations including but not limited to those that govern the use of camps for minors, including but not limited to the Elena Matyas Children's Camp Safety Ordinance, ADA, rules and regulations governing the Property applicable to any construction or use of the Property, all applicable governmental regulatory agencies, and all requirements pursuant to zoning and or County Department of Regional Planning regional planning requirements.
- 15. The express condition that the Covenants contained in Sections 1 through 14 of this Quitclaim Deed, without regard to technical or legal classification or designation specified in this Quitclaim Deed or otherwise, shall to the fullest extent permitted by law and equity, be binding upon Grantee and any successor in interest to the Property or any part thereof, for the benefit of Grantor, and its successors and assigns, and such covenants shall run in favor of and be enforceable by the Grantor, and its successors and assigns for the entire period during which such covenants shall be in full force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate.

Dated:	COUNTY OF LOS ANGELES, a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
	By:
	Assistant Chief Executive Officer
	APPROVED AS TO FORM:
	DAWYN R. HARRISON
	County Counsel
	Annegotas
	Deputy County Counsel

GRANTEE:

By:_

HAPPY TRAILS FOR KIDS,

Lindsay Elliott Executive Director

A nonprofit corporation

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED UNINCORPORATED, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, IN TOWNSHIP 4 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICE PLAT THEREOF.

EXCEPT THEREFROM THE MOST SOUTHERLY 25 ACRES THEREOF.

ALSO EXCEPT THE WESTERLY FEET THEREOF, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSE, BY DEED IN BOOK 812, PAGE 231 OF DEEDS.

PARCEL 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, IN TOWNSHIP 4 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICE PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT.

EXCEPT THEREFROM THE WEST 20 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES, FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 812, PAGE 231 OF DEEDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY, 200 FEET WIDE, OF THE SOUTHERN PACIFIC RAILROAD COMPANY.

APN: 3209-020-900

EXHIBIT B LEGAL DESCRIPTION

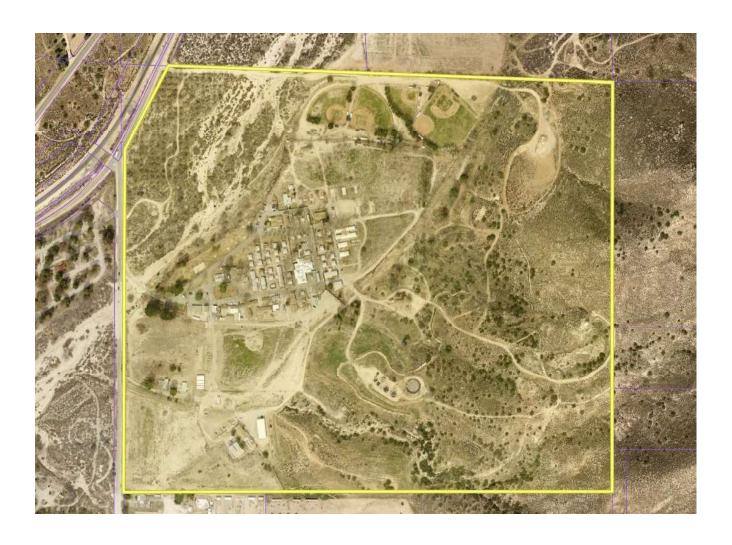


EXHIBIT C (1 of 2) BALLFIELDS

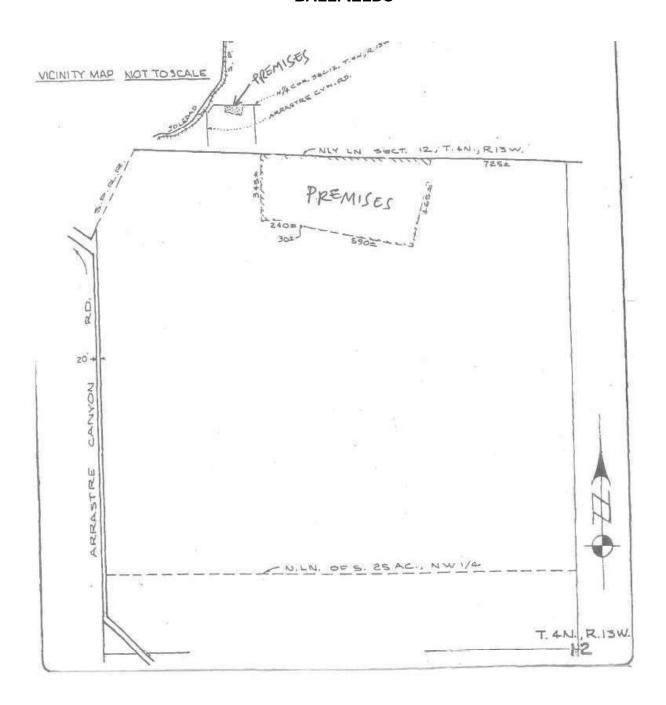


EXHIBIT C (2 of 2) BALLFIELDS

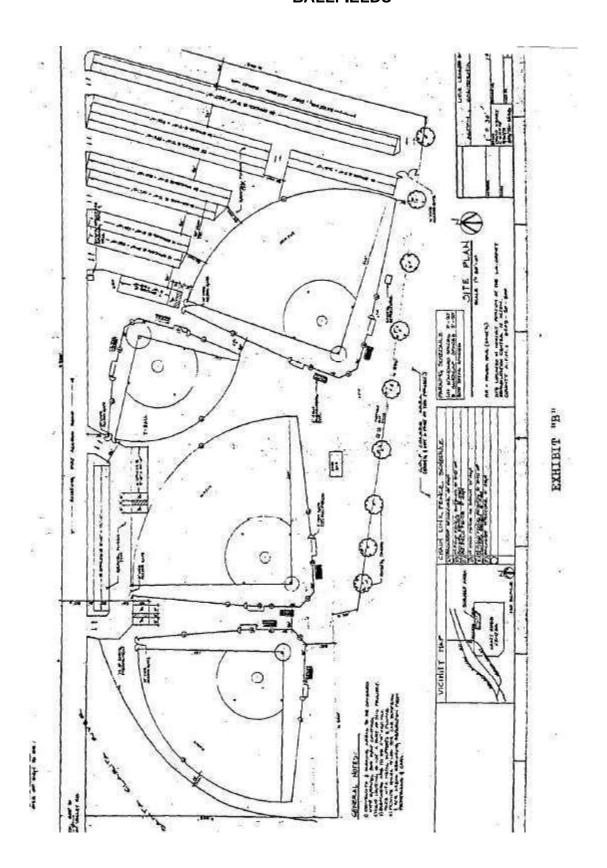


EXHIBIT D TRAIL AND TRAILHEAD



LEASE AGREEMENT

By and Between

THE COUNTY OF LOS ANGELES, a body corporate and politic, as Lessor

and

SIERRA YOUTH SPORTS ASSOCIATION, INC. a California nonprofit corporation, as Lessee

Effective:

LEASE AGREEMENT

This lease Agreement ("Lease"), dated as of _______, 2025 (the "Effective Date"), is entered into by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("Lessor") and SIERRA YOUTH SPORTS ASSOCIATION, INC., a California nonprofit corporation ("Lessee" and, together with Lessor, collectively referred herein as the "Parties" or individually as a "Party").

RECITALS

WHEREAS, Lessor is the fee owner of that certain real property containing approximately 132.7 acres of land identified as Assessor's Parcel Number 3209-020-900 (commonly known as 30500 Arrastre Canyon, Acton, California), and legally described in Exhibit A attached hereto (the "**Property**").

WHEREAS, Lessee entered into that license agreement 73831-A for use of a portion of the northernmost three acres of the Property for the purpose of conducting baseball and softball activities, and for such related and incidental purposes or activities related thereto, commencing January 7, 2003, that has been in holdover status since 2013.

WHEREAS, Lessor desires to lease a portion of the Property to Lessee, and Lessee desires to lease a portion of the Property from Lessor for continued use of the ballfields on the Property, in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Leased Premises</u>. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises ("**Premises**") shown on <u>Exhibit B</u> and <u>Exhibit C</u> attached to and made a part of this Lease, comprising of a portion of the northernmost three acres of the Property, and consisting of four baseball fields and immediately adjacent areas.

2. Term.

- (a) The term of this Lease ("**Term**") will commence on the Effective Date ("**Lease** Commencement Date"), and shall expire at midnight on the date that is fifty (50) years thereafter ("**Lease Expiration Date**"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Lease.
- (b) Lessee may not exercise any options to extend or renew the term of the Lease. Any extension or renewal is subject to mutual agreement.
- 3. <u>Permitted Use</u>. The Premises shall be used only by Lessee, its officers, employees, contractors, agents, and guests for the purpose of conducting baseball and softball activities. In addition, Lessee may use and occupy the Premises solely in accordance with, and as permitted under, the terms of the Lease and for no other purpose. Subject to the foregoing, Lessee shall have exclusive use of the Premises during Lessee's baseball and softball seasons to use the Premises for baseball and softball

activities, substantially consistent with past use and described on <u>Exhibit D</u>. Lessee may also use the Premises at other times for baseball and softball events, subject to mutual agreement.

4. Rent.

- (a) Throughout the Term of this Lease, Lessee shall pay to Lessor fixed base rent ("**Base Rent**") at the initial rate of One Hundred and 00/100 Dollars (\$100.00) per month from the Lease Commencement Date, increasing by Ten and 00/100 Dollars (\$10.00) per month every five (5) years during the Term.
- (b) In the event that average utility costs incurred by the Property as a result of Lessee's use of the Property, as determined reasonably by Lessor consistent with industry-standard allocation methodologies, exceed Five Hundred and 00/100 Dollars (\$500.00) per month, Lessor shall have the right to charge an additional amount to Lessee equivalent to such costs so as to shift the cost burden of Lessee's usage from Lessor to Lessee ("Additional Rent"). Further, Lessee shall pay for personal property taxes that are actually assessed on Lessee's sports-related improvements.
- (c) All Base Rent and Additional Rent shall be due and payable on the first day of each and every month, without demand therefor unless otherwise designated by Lessor and without any deduction, offset, abatement, counterclaim, or defense. The monthly installments of Base Rent and Additional Rent payable on account of any partial calendar month during the Term of this Lease, if any, will be prorated.
- 5. <u>AS-IS Condition</u>. Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease. Lessee accepts the Premises in its current, "as-is" condition. Lessor has no obligation to furnish or supply any improvements, alterations, work, services, furniture, fixtures, equipment, or decorations.

6. Additional Covenants.

- (a) <u>Compliance with Laws</u>. Lessee shall conform to and abide by all Municipal and County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction thereover.
- (b) <u>Signs</u>. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the Lessor, whose approval shall not be unreasonably withheld.
- (c) <u>Maintenance</u>. Lessee will at its sole cost and expense maintain, repair, or replace as necessary the Leased Premises and all fixtures, improvements and equipment thereon in good condition. Lessee agrees that the Leased Premises will be maintained in good condition. The above-stated responsibilities and obligations of Lessee must at a minimum comply with the maintenance standards set forth in the Lease. Failure of Lessee to fulfill these maintenance, repair, or replacement obligations within thirty (30) days from receipt of written notice by Lessor constitutes a breach of this Lease and Lessor, at its option, has the right to terminate this Lease or undertake necessary repairs, maintenance, or replacement and charge Lessee the costs of making

the repairs, maintenance, or replacement. Any costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lessor in accordance with this paragraph will be deemed Additional Rent.

- (d) <u>Alterations</u>. Lessee will not make alterations or improvements to the Leased Premises without prior written approval of Lessor (except as set forth in approved plans). All alterations and improvements are to be made at Lessee's expense.
- (e) <u>Restoration</u>. On or before the Lease Expiration Date or earlier termination or expiration of this Lease, Lessee must restore the Leased Premises to the condition existing as of the Lease Commencement Date, ordinary wear and tear excepted. Lessee shall remove all personal property prior to the termination of this Lease and in the event of the failure to do so, title thereto shall vest in Lessor. All alterations, additions or betterments to the Leased Premises furnished shall become the property of Lessor upon the termination of this Lease. The obligations of Lessee hereunder survive the expiration or earlier termination of this Lease.
- (f) <u>Sanitation</u>. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to be brought onto, stored, or remain on the Leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.
- (g) <u>Security Devices</u>. Lessee shall be solely responsible for providing security for all of its activities on the Premises authorized by this Lease. Lessor shall have no responsibility for providing any security whatsoever to the Premises, and shall not be liable for any damages resulting from lack of security.
- (h) No Breach of Lease. Lessee shall not do or permit to be done any act or thing, or omit to do anything, that may constitute a breach or violation of any term, covenant, or condition of the Lease even if such act, thing, or omission is permitted under the terms of this Lease.
- (i) <u>Limited Lessor Access</u>. Participants of Lessor's program shall be permitted to take part in activities authorized by this Lease, in accordance with annual arrangements approved by Lessee and not conflicting with Lessee's scheduled activities. Lessor may periodically use the Leased Premises: (a) when not in use by Lessee and in a manner that does not disrupt Lessee; and (b) during the summer (other than when in use by Lessee for softball summer season games and practices, which Lessee shall be permitted to continue). Notwithstanding the foregoing, in the event Lessor uses the Premises, Lessor shall leave the condition following such use in substantially the same condition as prior to such use.
- (j) <u>No Discrimination</u>. Lessee certifies and agrees that all persons invited on the Leased Premises by Lessee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

- (k) <u>Lobbying Compliance</u>. Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as defined in such Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.
- 7. <u>Utilities</u>. Lessee shall be permitted to use the existing water well and electric power located on and about the Leased Premises. The utilities shall be used only by Lessee for baseball and softball activities. Should the cost of utilities increase, Lessee shall be charged its applicable share. Lessee waives any and all claims against Lessor for compensation for loss or damages caused by a defect, deficiency or impairment of any utility system or electrical/telephone apparatus or wires serving the premises.
- 8. <u>Performance by Lessor.</u> Notwithstanding any other provision of this Lease, Lessor has no obligation: (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations, or other work, or electricity, water, cleaning, or other utilities or services; or (b) to comply with or perform or, except as expressly provided in this Lease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by County under the terms of the Lease.
- 9. <u>Lessee Defaults</u>. If Lessee fails to cure a default under this Lease within any applicable grace or cure period contained in the Lease, Lessor, after thirty (30) days' written notice to Lessee, has the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, Lessee, provided, however, that in the case of (i) a life safety or property-related emergency, or (ii) a default that must be cured within a time frame set out in the Lease that does not allow sufficient time for prior notice to be given to Lessee, Lessor may remedy any such default without being required first to give notice to Lessee. Any reasonable cost and expense (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Lessor will be deemed Additional Rent and shall be due and payable by Lessee to Lessor within Thirty (30) days after notice from Lessor.
- 10. <u>Assignment or Subletting</u>. Lessee may not sublet all or any portion of the Leased Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Lease (by operation of law or otherwise) or any interest therein, without the prior written consent of Lessor, which consent may not be unreasonably withheld or may be withheld in its sole and absolute discretion.
- 11. <u>Indemnity</u>. Lessee agrees to indemnify, defend and save harmless Lessor, County and County's Special Districts, and their respective elected and appointed officers, employees, agents and affiliates from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Leased Premises which attracts third parties and members of the general public to the Premises, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to or in connection with this Lease.
- 12. <u>Insurance</u>. Without limiting Lessee's indemnification obligations above, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s)

satisfactory to Lessor and evidence of such programs satisfactory to Lessor shall be delivered to the Lessor on or before the Effective Date. Such evidence shall specifically identify this Lease and shall contain express conditions that both Lessor is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance. Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which Lessor may immediately terminate this Lease. Conduct of the licensed activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

- (a) <u>General Liability</u>. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by Lessor and shall name the Lessor as an additional insured.
- (b) <u>Workers' Compensation</u>. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on-behalf of Lessee and all risks to such persons under this Lease.
- (c) <u>Comprehensive Auto Liability</u>. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least Three Hundred Thousand Dollars (\$300,000) per occurrence.
- 13. <u>Lessor Review and Approval of Insurance Requirements</u>. The Lessor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Lessor's determination of changes in risk exposures.
- 14. <u>Release</u>. Lessee hereby releases Lessor or anyone claiming through or under Lessor by way of subrogation or otherwise. Lessee hereby releases County or anyone claiming through or under County by way of subrogation or otherwise to the extent that Lessor releases County under the terms of the Lease. Lessee must cause its insurance carriers to include any clauses or endorsements in favor of Lessor, County, and any additional parties, that Lessor is required to provide under the provisions of the Lease.
 - 15. <u>Notices</u>. Notices shall be addressed to the addresses set out below:

To Lessee:	Sierra Youth Sports Nick Coonis, Softball President Softball@sierrayouthsports.com
	Nate Goodman, League/Baseball President President@sierrayouthsports.com
To Lessor	County of Los Angeles

c/o Chief Executive Office Real Estate Division

320 W. Temple St., 7th Floor Los Angeles, CA 90012 Attn: Senior Manager

- 16. <u>Brokers</u>. Lessor and Lessee each represent to the other that it has not dealt with any broker in connection with this Lease and the transactions contemplated hereby. Lessor and Lessee each indemnify and hold harmless the other from and against all claims, liabilities, damages, costs, and expenses (including without limitation reasonable attorneys' fees and other charges) arising out of any claim, demand, or proceeding for commissions, fees, reimbursement for expenses, or other compensation by any person or entity who claims to have dealt with the indemnifying party in connection with the Lease. This Section survives the expiration or earlier termination of this Lease.
- 17. <u>Entire Agreement</u>. This Lease contains the entire agreement between the parties regarding the subject matter contained herein, and all prior negotiations and agreements are merged herein. If any provisions of this Lease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Lease will remain unaffected.
- 18. <u>Amendments and Modifications</u>. This Lease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
- 19. <u>Successors and Assigns</u>. The covenants and agreements contained in this Lease bind and inure to the benefit of Lessor and Lessee and their respective permitted successors and assigns.
- 20. <u>Counterparts</u>. This Lease may be executed in any number of counterparts, each of which when so executed and delivered is deemed an original for all purposes, and all such counterparts will together constitute but one and the same instrument. A signed copy of this Lease delivered by either facsimile or email is deemed to have the same legal effect as delivery of an original signed copy of this Lease.
- 21. <u>Defined Terms</u>. All capitalized terms not otherwise defined in this Lease have the definitions contained in the Lease.
- 22. <u>Choice of Law</u>. This Lease is governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Effective Date.

LESSOR:	a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
	By: John T. Cooke Assistance Chief Executive Officer
LESSEE:	SIERRA YOUTH SPORTS ASSOCIATION, INC., a California nonprofit corporation By:
ATTEST:	Title: Softball President
DEAN C. LOGAN Recorder/County Clerk of the County of Los Angeles	
By:	
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel By: Deputy	

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED UNINCORPORATED, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, IN TOWNSHIP 4 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICE PLAT THEREOF.

EXCEPT THEREFROM THE MOST SOUTHERLY 25 ACRES THEREOF.

ALSO EXCEPT THE WESTERLY FEET THEREOF, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSE, BY DEED IN BOOK 812, PAGE 231 OF DEEDS.

PARCEL 2

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, IN TOWNSHIP 4 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICE PLAT OF SAID LAND FILED IN THE BUREAU OF LAND MANAGEMENT.

EXCEPT THEREFROM THE WEST 20 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES, FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 812, PAGE 231 OF DEEDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY, 200 FEET WIDE, OF THE SOUTHERN PACIFIC RAILROAD COMPANY.

APN: 3209-020-900

EXHIBIT B
PREMISES (1 OF 2)

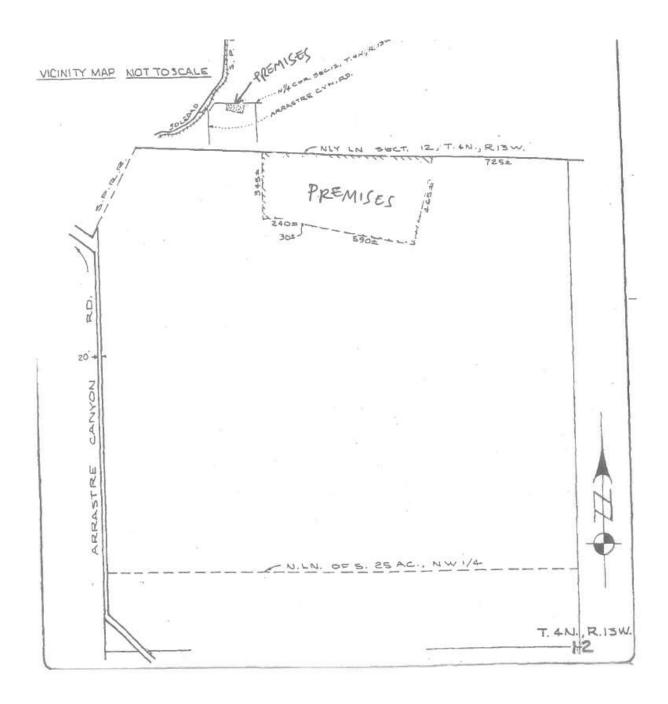
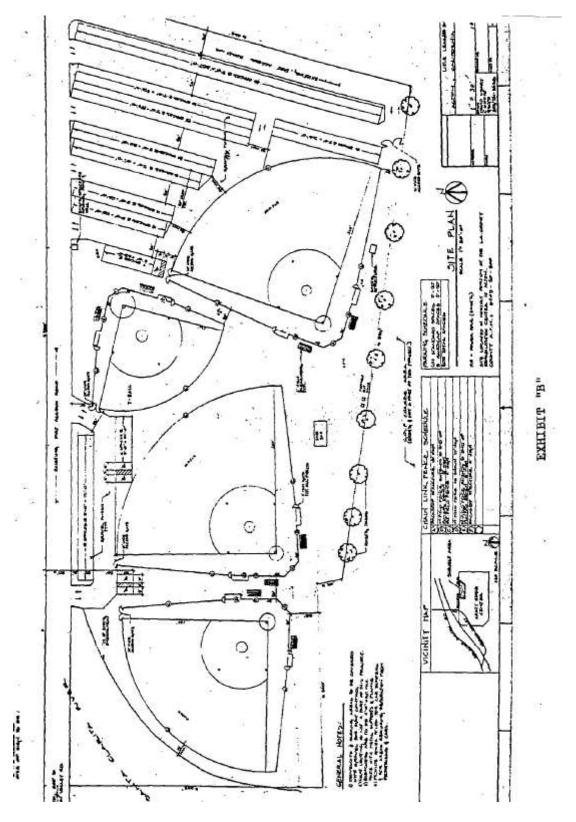


EXHIBIT C
PREMISES (2 OF 2)



DATE

PINK **BOARD OF SUPERVISORS** BA FORM 10142022 OFFICIAL COPY December 03, 2024 **COUNTY OF LOS ANGELES** REQUEST FOR APPROPRIATION ADJUSTMENT DEPARTMENT OF PUBLIC HEALTH AUDITOR-CONTROLLER: THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION. ADJUSTMENT REQUESTED AND REASONS THEREFORE FY 2024-25 4 - VOTES **SOURCES** USES **PUBLIC HEALTH PUBLIC HEALTH** A01-PH-88-8928-24500 A01-PH-2000-24500 2011 REALIGN-NONDRUG MEDI-CAL SUBSTANCE ABUSETREATMENT SVCS SERVICES & SUPPLIES **INCREASE REVENUE** 1,500,000 **INCREASE APPROPRIATION** 1,500,000 PROJECT AND FACILITY DEVELOPMENT PROJECT AND FACILITY DEVELOPMENT A01-CF-6800-10190 A01-CF-5500-10190 **INTRAFUND TRANSFERS** OTHER CHARGES 1,500,000 3,900,000 **DECREASE APPROPRIATION INCREASE APPROPRIATION PUBLIC HEALTH VARIOUS PUBLIC HEALTH CENTERS REFURBISHMENT BOARD OF SUPERVISORS** A01-CP-6014-65058-87426 A01-BS-2000-10010 CAPITAL ASSETS - B & I **SERVICES & SUPPLIES DECREASE APPROPRIATION** 2,475,000 **INCREASE APPROPRIATION** 75,000 **SOURCES TOTAL** 5,475,000 **USES TOTAL** 5,475,000 JUSTIFICATION Reflects the transfer of \$3.9M to Project and Facility Development budget from the following sources: \$1.5M from Public Health's 2011 realignment revenue and \$2.4M from Various Public Health Centers Refurbishment, CP. No. 87426, for "Happy Trails for Kids Campus Renovation Project" funding agreement with Happy Trails for Kids. Also, reflects the transfer of \$75K from CP. No. 87426 to Board of Supervisor's Services & Supplies budget for predevelopment activities Ben G Phan Date: 2024.12.05 09:35:36 Digitally signed by Ben G Phan BOARD OF SUPERVISORS COUNTY OF LOS ANGELES **AUTHORIZED SIGNATURE** Ben G. Phan, Chief Financial Officer January 14, 2025 BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED) EDWARD YEN EXECUTIVE OFFICER REFERRED TO THE CHIEF **ACTION** APPROVED AS REQUESTED **EXECUTIVE OFFICER FOR---**RECOMMENDATION Signed by APPROVED AS REVISED Digitally signed by Amir Alam Date: 2024.12.05 Lan Sam Lan Sam Date: 2024.12.05 **AUDITOR-CONTROLLER** CHIEF EXECUTIVE OFFICER 16:45:10 -08'00' 16:07:14 -08'00' 011 12/5/24 12/5/24

B.A. NO.