

**APPROVED**

APR 05 2007

REPORT OF GENERAL MANAGER

NO. 07-80

DATE April 5, 2007

**BOARD OF RECREATION  
and PARK COMMISSIONERS**

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROPOSED TELFAIR PARK – TEMPORARY REVERSE RIGHT-OF-ENTRY PERMIT

R. Adams _____	J. Kolb _____
J. Combs _____	F. Mok _____
H. Fujita _____	K. Regan _____
S. Huntley _____	*M. Shull <i>MS</i>

*[Signature]*  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board authorize Department staff to obtain permission from the Tessera Sylmar, Inc. Homeowner's Association (Association), through the execution of the Temporary Reverse Right-of-Entry Permit (attached), to enter the premises for the purpose of temporarily assuming maintenance and liability responsibilities for a 1.5 acre parcel as described in the body of this report, until such time as the property can be conveyed to the City for public park use.

SUMMARY:

The Association, with the support of Council District Seven (CD 7), has offered to donate a 1.5 vacant acre parcel located at 15721 Cobalt Avenue in Sylmar for the proposed Telfair Park. With the generous assistance of the ValleyCrest Companies (VCC), land improvements were made to create a park. Improvements include the creation of a practice soccer field, a picnic area, and a playground. The improvements installed meet RAP standards for like improvements. As indicated, the Association has offered to donate the completed park to the Department and the parties are moving forward to complete the transaction.

The Department is currently in the process of completing due diligence for the acquisition of the park. This will include, but not be limited to, a Phase I Site Assessment which will determine historic use and potential contamination, and a Title Search to ensure that there are no liens on the property. This process may take up to six weeks to complete. In the meantime, the improvements estimated to be in the hundreds of thousands of dollars require maintenance. The Association does not have the resources to do this and is amenable to having the Department assume responsibility for

## REPORT OF GENERAL MANAGER

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the maintenance and liability until the property can be transferred to the City. The execution of the Temporary Reverse Right-of-Entry permit would give staff the temporary authority needed to enter and maintain the property. Upon conclusion of the due diligence process, Department staff will present the property for acceptance by the Board.

A California Environmental Quality Act (CEQA) finding is in the process of being made and shall be ready at the time of property transfer. Temporary maintenance of existing improvements will not have any significant negative impact on the environment.

### FISCAL IMPACT STATEMENT:

There is no significant impact to the General Fund because the irrigation systems that are currently in place are automatic and do not require any intervention. Furthermore, the park will not be open to the public at this time, hence minimizing wear and tear to the improvements and the landscaping. Minimal maintenance which includes mowing and edging can be incorporated into the current maintenance route of staff.

Report prepared by Jocelino E. Joun, Management Analyst II, Real Estate and Asset Management Division.

## CITY TEMPORARY RIGHT OF ENTRY ONTO PRIVATE PROPERTY

The undersigned (Grantor) hereby grants to the City of Los Angeles, its officers, agents, employees, contractors and licensees (City) a temporary right of ingress and egress over, upon and through certain premises owned or controlled by Grantor commonly known or described as:

Property Owner: Tessera Sylmar, Inc., Homeowner's Association  
Premises: Telfair Park  
Premises' Address: 15721 Cobalt Avenue, Sylmar, California 91342

for the following purpose:

To enter the above-mentioned property in order to perform maintenance. Please refer to the attached diagram (Exhibit A).

This Permit is subject to the following conditions and limitations:

1. **Waiver of Damages.** City hereby assumes all risk of injury, loss or damage which may result from any defective conditions of the premises or which may otherwise arise by reason of the City's use of the Grantor's property pursuant to this Permit.
2. **Indemnification.** City hereby agrees to indemnify and hold harmless Grantor (indemnities) from loss or liability for bodily injury, death or property damage which may arise from the City's exercise of this Permit. This agreement, however, excludes claims arising from the tortious conduct of the indemnitees or from the acts or omissions of third parties who are not under the direct supervision or control of City or from indirect or consequential loss from Acts of God.
3. **Self-insurance.** The City is permissively self-insured for Workers' Compensation under California law. The City self administers, defends, settles and pays third party claims for injury, death or property damage. Protection under this program is warranted to meet or exceed \$1 million per occurrence.
4. **Restoration.** Upon termination of this Permit, City will have removed all its equipment and materials from the working area and will have restored the premises to its original condition unless a successor agreement has been negotiated between the Grantor and the City.
5. **Other conditions.** City may access the aforementioned property between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, weekends and evenings access on an as-needed basis, with advance permission/notification of the Grantor, as possible
6. **Term.** This authorization will commence on the date of execution of this Permit and will terminate sixty (60) days thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Permit on the dates set forth below.

FOR THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION

FOR THE GRANTOR,  
Tessera Sylmar, Inc., Homeowner's  
Association

\_\_\_\_\_  
By: Michael A. Shull, Superintendent  
Planning and Development Division  
Department of Recreation and Parks

\_\_\_\_\_  
By:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2007

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2007

# EXHIBIT A

