

**APPROVED**  
APR 19 2017

BOARD REPORT

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

NO. 17-103

DATE April 19, 2017

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: 50 PARKS INITIATIVE — ALPINE RECREATION CENTER EXPANSION PROJECT (ORD AND YALE STREET PARK) — LOS ANGELES PUBLIC LIBRARY; APPROVAL OF MEMORANDUM OF AGREEMENT WITH A FIFTY YEAR TERM; APPROVAL OF THE AMENDMENT TO THE EXECUTED PURCHASE AND SALE AGREEMENT (PSA); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_  
\*R. Barajas \_\_\_\_\_ N. Williams \_\_\_\_\_  
H. Fujita \_\_\_\_\_



General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
As Amended \_\_\_\_\_

RECOMMENDATIONS

1. Adopt a Resolution, as attached (Attachment 1), authorizing the Department of Recreation and Parks (RAP) to enter into a Fifty (50) year Memorandum of Agreement (MOA) with the Los Angeles Public Library (LAPL), per Charter Section 594(a) and (b);
2. Approve a proposed Amendment to the executed Purchase and Sale Agreement (PSA) as attached (Attachment 2);
3. Approve the proposed MOA as amended, as attached (Attachment 3), between RAP and LAPL, for the operation, maintenance and development of a portion of the Chinatown Library property;
4. Direct the Board Secretary to transmit forthwith the proposed Amendment to the PSA and MOA to the Mayor for expedited review in accordance with Executive Directive No. 3 (Villaraigosa Series) for review and approval, and concurrently to the City Attorney for review and approval as to form;;
5. Authorize the City Attorney to make technical changes to the MOA, if necessary;
6. Upon obtaining all necessary approvals, authorize the Board President and Secretary to execute the MOA;

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7. Find that the execution of the MOA is categorically exempt from California Environmental Quality Act (CEQA) and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk within five (5) working days;
8. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
9. Authorize General Services Department (GSD) or the Board President and Secretary to execute the Amendment to the PSA upon receipt of the aforementioned approvals;
10. Approve the Conceptual Plan for the design of the new park as presented by Department of Public Works, Bureau of Engineering (BOE);
11. Approve unbudgeted and unanticipated costs not to exceed Ten Thousand Dollars (\$10,000.00) to pay for any and all City Departments processing fees associated with the acquisition and completion of this acquisition and development project;
12. Direct RAP's Chief Accounting Employee to set up necessary accounts to pay interdepartmental requests for funds associated with any processing fee needed to complete the development and acquisition of the park;
13. Direct the Board Secretary to execute the escrow instructions and accept the grant deed, as approved by the City Attorney;
14. Approve the attached reciprocal Easement (Easements) accepting and granting access and control of areas described in the Agreement's legal description for maintenance and access through RAP and private property;
15. ~~Authorize the City Attorney to make technical changes to the Easements, if necessary;~~ and, Authorize RAP staff in coordination with the City Attorney to make any necessary changes to the Easements, if necessary; and,
16. Direct that the acquisition of the real property made pursuant to the Amendment and any subsequent dedication of such property as a public park be made subject to the Easements.

### SUMMARY

The Alpine Recreation Center Expansion Project (Project), also known as Ord and Yale Street Park, is a Proposition K specified project. The Proposition K line item scope of work states "*property acquisition for park expansion*" for Alpine Recreation Center, which is located at 817 Yale Street in the Chinatown area of the City. The expansion site is located near the intersection of Ord and Yale. Three (3) parcels have already been acquired by the City. The City continues to work on the acquisition of a portion of a fourth (4<sup>th</sup>) parcel identified as a portion of Los Angeles County Assessors' Parcel Number (APN) 5407-025-017. The acquisition of the 4<sup>th</sup> Parcel will require an amendment to the existing and executed PSA. In addition to the acquisition

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of a portion of APN 5407-025-017, and as discussed in this Report, there is still the need to secure site control and process administratively title issues for additional parcels that are necessary to complete the Project as per the project scope presented and approved by the State. Part of this process will entail the completion of a Certificate of Compliance to address a lot line adjustment. The current project scope for the project consists of the: acquisition of approximately 0.41 acres (APN 5407-025-009, 5407-025-010, 5407-025-015, and a portion of 5407-025-017). Project design and construction calls for the construction of a children's playground with equipment and climbing wall, the construction of a fitness zone with eight pieces of equipment, construction an entry plaza/performance space with small café and restroom building, construction of an upper viewing terrace with public art water feature, and the construction of a fitness trail on the Native Restoration Garden slope and through the Bamboo Grove. Part of the proposed design and construction will require the use of a portion of the Library property.

The LAPL controls a portion of the project development site that was submitted by the CRA to the State for funding of the "*property acquisition for park expansion*" project. As stated, the LAPL portion is necessary to meet the project scope requirements and will be secured under a Memorandum of Agreement (MOA) in order to complete the project. RAP and LAPL intend to enter into a Fifty (50) year MOA, per Charter Section 594(a) and (b).

A complete Project summary, history and background information regarding the Project is contained in Report No. 13-230 and Report No. 14-234. As noted, the three (3) parcels acquired and described above are now officially identified and are under the control of RAP as: APN 5407-025-900, APN 5407-025-902, and APN 5407-025-901 respectively.

On January 28, 2016, the LAPL Board approved an MOA which authorized RAP to use a portion of the Chinatown Branch Library property to construct and install improvements and to share in the use of the improvements with the Library for recreational and Library purposes. The LAPL Board, also authorized the City Librarian and City Attorney to make technical changes to the MOA if needed. On August 11, 2016, the LAPL Board approved revision to the MOA. Said revision were agreeable to RAP and proposed by RAP staff. Changes were made to Sections 1 and 4.A.10., which eliminated the word "controlled" in Section 1, which would have negated site control by RAP and funding options, and in Section 4.A.10 of the MOA, the responsibility by RAP of paying for fees to clear a specific title issue was removed in Section 4.A.10 of the MOA. As written the MOA should allow sufficient control to RAP and BOE to develop and maintain the site as a park

The portion of the land controlled by the LAPL Board under Los Angeles City Charter Section 534, is currently a vacant, unimproved property that is not being utilized for any Library purposes and is suitable for park improvements that would better serve the community's elderly and children as a park, open library reading space and social gathering place. As such, RAP and LAPL recognize that the proposed LAPL controlled unused vacant portion, would best serve the public at this time by providing recreational and Library purposes and therefore the RAP and LAPL desire to enter into this MOA.

The proposed MOA being presented to RAP's Board for approval consideration describes the roles and responsibilities of LAPL and RAP regarding the use of the subject portion of the

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Chinatown Branch Library site for a park. These responsibilities include such items as park security, maintenance, use of the subject Portion for LAPL programs, and participation in the park design and construction meetings.

Ownership of the improvement site controlled by LAPL will remain with LAPL. Under City Charter Section 534, the Board of Library Commissioners reserves the right to exercise "full control over" the LAPL controlled site, which includes but is not limited to the right to sell, lease, transfer, pledge, hypothecate or revoke the use of the improvement site if determined by LAPL in its discretion to be in the best interest of LAPL and the public, subject to early termination per Section 3 of the MOA. Staff cautions that any early termination clause or condition in the MOA, could possibly negate RAP from seeking or obtaining Grant funds in the future for the LAPL portion from outside sources as site control, as it relates to grants and any service payback period established by the grantor would be impacted.

The LAPL Board has determined that the improvement site will not be set apart and/or dedicated as a park or to be owned by RAP. RAP, nevertheless will share control of the park.

### AMENDMENT TO PSA

Staff continues to proceed with all approved acquisitions procedures as was approved by the RAP Board in previous Board actions. Unforeseen changes in title by seller has prompted that the existing and executed PSA be amended to reflect the correct and current title of the seller of record for the pending parcel acquisition identified as a portion of parcel of APN 5407-025-017 and as described in the Legal Description prepared and approved by City staff as attached to the Amendment to the PSA. The Amendment addresses the current, revised and correct boundary as well as area size of the acquisition parcel in question.

The Amendment to the PSA reflects a change in purchase value, as a result of a correction in the square footage of the property in question after city survey staff performed survey work that revealed the correct area. The Correct area mass of the property is 3,834 square feet. The change in area will increase the purchase price of the property in question. The original purchase value of the property was calculated at a negotiated price of Forty-Five Dollars and Seventy-One Cents (\$45.71) per square foot, totaling a purchase value of Two Hundred Fourteen Thousand, Seven Hundred Forty-Five Dollars and Forty-Five Cents (\$214,745.45). Because of the change and increase in area to 3,834 square feet, the new value is now Two Hundred Twenty-Four Thousand, Seven Hundred Forty-Five Dollars and Fifty-Eight Cents (\$224,745.58) a difference of Ten Thousand Dollars and Thirteen Cents (\$10,000.13.)

GSD has indicated to RAP staff that it would validate purchase value using a Class "C" value of estimate in response to staff questioning about using and requesting Class A formal appraisal. GSD has informed RAP staff that it has negotiated a purchase price that is consistent with their professional opinion of market value and will supports its determined value as correct and accurate.

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### EASEMENTS

The owner of the parcel identified by APN 5407-025-017 has agreed to sell to the City the remaining parcel necessary for development of this new park on the condition that he be granted access through RAP property to access a portion of said property where a retaining wall is located for the purpose of accessing wall to maintain and repair the wall. On the urging of the City Council Office and on the advisement of the City Attorney's Office, it has been agreed that, in exchange for good and valuable consideration, the Owner of parcel identified by APN 5407-025-017 will be granted an easement to access his retaining wall through park property. In return for the owner cooperation, City has agreed to receive an easement for a strip or portion along the wall for development and maintenance of the park and City's benefit.

The Parties have agreed that an easement for access rights is assigned to owner and its successors to access and maintain Los Angeles County Assessor's Parcel Number 5407-025-017 for repair and maintenance of the Retaining Wall through APN 5407-025-902 Parcel in favor of owner under this easement agreement.

### TREE AND SHADE

The park design is still in progress, but said design and development of the park will feature trees and shade structures among other amenities that will be conducive to a healthful, passive and tranquil park setting and a library setting as mentioned above. The BOE Project Manager will present a conceptual design. The final design of the Park will be completed by Department of Public Works, Bureau of Engineering at a later time taking into consideration community input and RAP Park standards with design amenities addressing tree and shade amenities.

### NEEDS ASSESSMENT

The proposed new Park expansion property (Attachment 5) will provide a neighborhood park/open space in an area of the city where City residents do not have sufficient access to improved open or green spaces or neighborhood parks. An estimated 6,287 residents live within a ½ mile walking distance of the existing donation parcels. Of those 6,287 residents, 272 residents do not have access to any improved green, open spaces or neighborhood parks within a ½ mile walking distance of their homes. An undetermined number of future residents made of families will also be served once the homes are occupied.

### ENVIRONMENTAL IMPACT STATEMENT

It has been determined by Staff that the proposed MOA will allow the City to proceed with the construction of the proposed park expansion that will include a limited number of new small facilities or structures for public park uses, grading on land with a slope of fifteen percent (15%) or more in excess of 20,000 cubic yards, and new gardening, tree planting, and landscaping. Therefore, the proposed MOA and associated park development is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3 (6) and Class 4 (2 and 3) of the City CEQA Guidelines.

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The Superintendent for Metro area and the Councilmember for Council District 1 concur with staff's recommendations.

### FISCAL IMPACT STATEMENT

At this time, the impact to the RAP's General Fund for the execution of the MOA is unknown. Once this project is completed, operational maintenance costs will be determined. Upon project completion, a request for funding will be submitted in future RAP annual budget requests. Additional funds might be needed to cover unexpected Certificate of Compliance processing fees. Planning has indicated a possible processing fee of Three Thousand, Six Hundred Eighty-Three Dollars to Ten Thousand Dollars (\$3,683.00 to \$10,000.00). The Planning Department has indicated that it will confirm correct fee at a later time.

Maintenance funds for the new park will be requested as part of the RAP's General Fund. This request will include part time staff, materials and supplies and would provide maintenance seven days a week, year round.

This Report was prepared by John Barraza, Management Analyst II, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENT(S)

1. Proposed Resolution
2. Proposed Amendment to the executed Purchase and Sale Agreement
3. Proposed Memorandum of Agreement with the Los Angeles Public Library
4. Easement Agreement
5. Park Analysis Report

RESOLUTION NO. \_\_\_\_\_

WHEREAS, The Alpine Recreation Center Expansion Project (Project) also known as Ord and Yale Street Park is a Proposition K specified project - "property acquisition for park expansion"; and,

WHEREAS, Three (3) parcels have already been acquired by the City and the City continues to work on the acquisition of a portion of a fourth (4<sup>th</sup>) parcel identified as County of Los Angeles Assessor Parcel Number (APN) 5407-025-017; and,

WHEREAS, There is still the need to secure additional parcels that are necessary to complete the Project as per the project scope presented and approved by the State; and,

WHEREAS, the current project scope for the project consists of the: acquisition of 0.41 acres (APN: 5407025009, 5407025010, 5407025015, and a portion of 5407025017); and,

WHEREAS, Project design and construction calls for the construction of a children's playground with equipment and climbing wall, the construction of a fitness zone with 8 pieces of equipment, construction an entry plaza/performance space with small café and restroom building, construction of an upper viewing terrace with public art water feature, and the construction of a fitness trail on the Native Restoration Garden slope and through the Bamboo Grove; and,

WHEREAS, Part of the proposed design and construction will require the use of a portion of the Library property; and,

WHEREAS, Approval of the MOA and CEQA will enable the City to proceed with the construction of the proposed park expansion project and put City Lands to better use; and,

WHEREAS, One (1) of the parcels that is needed is controlled by Los Angeles Public Library (LAPL); and,

WHEREAS, The LAPL portion is necessary to meet the project scope requirements and will be secured under a Memorandum of Agreement (MOA) in order to complete the project; and,

WHEREAS, On January 28, 2016, the Board of Library Commissioners (LAPL Board) approved the Memorandum of Agreement (MOA) which enables the Department of Recreation and Parks (RAP) to use a portion of the Chinatown Branch Library property to construct and install improvements and to share in the use of the improvements with the Library for recreational and Library purposes; and,

WHEREAS, The LAPL Board, also authorized the City Librarian and City Attorney to make technical changes to the MOA if needed; and,

WHEREAS, On August 11, 2016, the LAPL Board approved revision to the MOA proposed by RAP staff affecting fees and site control.

WHEREAS, The LAPL controlled parcel portion, is currently a vacant, unimproved property that is not being utilized for any Library purposes and is suitable for park improvements that would better serve the community's elderly and children as park and open library reading space and social gathering place; and,

WHEREAS, RAP and LAPL recognize that the proposed LAPL controlled unused vacant portion, would best serve the public at this time by providing recreational and Library purposes and therefore the RAP and LAPL desire to enter into this MOA; and,

WHEREAS, The proposed MOA being presented to the RAP's Board for approval consideration describes the roles and responsibilities of LAPL and RAP regarding the use of the subject portion of the Chinatown Branch Library site for a park. These responsibilities include such items as park security, maintenance, use of the subject Portion for LAPL programs, and participation in PARK design and construction meetings; and,

WHEREAS, Ownership of the improvement site controlled by LAPL will remain with LAPL; and,

WHEREAS, Under City Charter Section 534, the Board of Library Commissioners reserves the right to exercise "full control over" the LAPL controlled site, which includes but is not limited to the right to sell, lease, transfer, pledge, hypothecate or revoke the use of the improvement site if determined by LAPL in its discretion to be in the best interest of LAPL and the public, subject to early termination per Section 3 of the MOA; and,

WHEREAS, The LAPL Board has determined that the improvement site will not be set apart and/or dedicated as a park to be owned or controlled by RAP.

WHEREAS, Staff continues to proceed with all approved acquisitions procedures and as was approved by the RAP Board in previous Board actions; and,

WHEREAS, Unforeseen changes in title were made by seller has prompted that the existing and executed PSA be amended to reflect the correct and current title of the seller of record for the pending parcel acquisition identified as a portion of parcel of APN 5407-025-017; and,

WHEREAS, a survey was done by city staff and identifying the total area of the property and said area was determined to be 3,834 square feet; and,

WHEREAS, an increase in area resulted in a change in the purchase price to \$224,745.58 from \$214,745.45; and,

WHEREAS, GSD indicated to Staff that it would validate purchase value using a Class "C" value of estimate and GSD has negotiated a purchase price that is consistent with their professional opinion of market value; and,

WHEREAS, An amendment to the PSA reflecting a change in purchase value is now necessary, as a result of a correction in the square footage of the property in question after city survey staff performed survey work that revealed the correct area. The original purchase value of the property was calculated at a negotiated price of \$45.71 per square feet, totaling a purchase value of \$214,745.45. Because of the change and increase in area to 3,834 square feet, the new value is now \$224,745.58 a difference of \$10,000.13; and,

WHEREAS, an exchange or issues of easements for access and maintenance purposes is necessary to complete the acquisition, and the Parties have agreed that an easement for access rights is assigned to owner and its successors to access and maintain Assessor's Parcel No. 5407 025 017 for repair and maintenance of the Retaining Wall through APN 5407-025-902 Parcel in favor of owner under this easement agreement; and,

WHEREAS, acquisition is conditioned upon the completion of the preliminary acquisition activities, and contingent on the following conditions:

- A. Appropriate California Environmental Quality Act (CEQA) documentation will have been completed;
- C. The Department of General Services will negotiate a purchase price that is consistent with their professional opinion of market value.
- D. Clearance/resolution of all and any Title issues prior to closing of escrow; and completion of any pending issue in order to secure site control needed for development and funding.,

NOW, THEREFORE, BE IT RESOLVED, that the Board approve the granting and acceptance of easements for maintenance, repair, operation and develop of the park and its acquisition, the execution of MOA with the LAPL and amendment to the executed Purchase and Sale Agreement (PSA) substantially in the form on file in the Board Office between the property owner on title, and the City of Los Angeles (City), which modifies and correctly identifies the legal title of the seller; and,

BE IT FURTHER RESOLVED, Direct the Board Secretary to forward the amendment to PSA, MOA, and the Easement documents to the City Attorney for review and approval as to form; and,

BE IT FURTHER RESOLVED, In order to expedite acquisition, request that the Board authorize General Services if necessary to execute the amendment to PSA on behalf Board upon Board approval of amendment, and authorize the Board President and Secretary to execute the amendment to PSA and all any relevant Easement documents either granting or accepting said easement; and,

BE IT FURTHER RESOLVED, That the Board of Recreation and Park Commissioners authorizes RAP to enter into a 50-year Memorandum of Agreement (MOA) with the LAPL, per Charter Section 594(a) and (b); and,

BE IT FURTHER RESOLVED, to approve the revised MOA substantially in the form on file in the Board Office, between RAP and LAPL, for the operation, maintenance and development of a portion of the Chinatown Library is approved; and,

BE IT FURTHER RESOLVED, that MOA has been determined to be categorically exempt from the California Environmental Quality Act (CEQA) per Article III, Section 1 Class 3 (6) and Class 4 (2 and 3) of the City CEQA Guidelines, and is hereby approved; and,

BE IT FURTHER RESOLVED, that RAP Staff, with City Attorney review and approval be authorized to make technical changes to the MOA if necessary in order to expedite the project and not lose funding; and,

BE IT FURTHER RESOLVED, That, upon obtaining all necessary approvals, the Board President and Secretary are authorized to execute the MOA Agreement and PSA amendment, Easement documents; and,

BE IT FURTHER RESOLVED that the GSD Asset Management Division, RAP's Chief Accounting Employee be authorized to make technical corrections as necessary, to establish the necessary accounts to acquire the project site, and to accept and transfer the necessary monies to fund the acquisition to the appropriate City Department accounts or escrow company account in order to expeditiously complete the acquisition of the parcel identified above, and;

BE IT FURTHER RESOLVED that the Board Secretary is directed to execute the escrow instructions and accept the grant deed for the subject property for the expansion of the new Chinatown Park to be known as "Marie E. B. – Ord and Yale Chinatown Park," until officially renamed and as approved by the City Attorney, which shall be set apart and dedicated as park property in perpetuity subject to easements granted pursuant to the Easement documents.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on \_\_\_\_\_, 20\_\_ (Report No. \_\_\_\_\_).

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_

CONSENT TO ASSIGNMENTS AND AMENDMENT OF PURCHASE AND SALE AGREEMENT  
 BETWEEN CITY OF LOS ANGELES, LA SUNSET PROPERTIES, II, INC.,  
 QUEEN'S GATE RESIDENTIAL, LLC, AND 636 NHP, LLC  
 ASSESSOR'S PARCEL No. 5407-025-017

THIS Consent to Assignments and Amendment of Purchase and Sale Agreement is made effective \_\_\_\_\_, 2017, between CITY OF LOS ANGELES ("**City**"), as Buyer, a municipal corporation organized under the laws of the State of California, acting through its DEPARTMENT OF GENERAL SERVICES, LA SUNSET PROPERTIES II, INC., a California corporation, QUEEN'S GATE RESIDENTIAL, LLC, a California limited liability corporation, and 636 NHP, LLC, a California limited liability corporation, referred to collectively as "**Parties**," who agree as follows:

1. **Recitals.** This Amendment of Purchase and Sale Agreement and Consent to Assignments ("**Consent and Amendment**") is made with reference to the following facts and objectives:

1.1 **Underlying Purchase and Sale Agreement.** City and LA Sunset Properties II, Inc., entered into a written Purchase and Sale Agreement ("**PSA**"), Contract No. C-123026), which is attached hereto in Exhibit A, which concerns the transfer of certain real property, including a 4,698 square foot portion of a parcel referred to as Assessor's Parcel No. 5407-025-17, which is more particularly described in Exhibit A of the PSA.

1.2 **Intervening Transfers and Deed Recordations.** Prior to the close of escrow for the PSA, and for tax and estate planning purposes, LA Sunset Properties II Inc., transferred title to the Land to Queen's Gate Residential, LLC, and Queen's Gate Residential, LLC subsequently transferred title to the Land to 636 NHP, LLC, without amending the PSA to reflect these changes, and without the consent of City.

1.3 **Proposed Consent to Assignments and Amendment of PSA.** City and LA Sunset Properties II, Inc. desire to amend the PSA to reflect the current ownership of the Land and provide for the City's consent to the intervening transfers of title to the Land. Parties are signatories to this Amendment and Consent, given the fact of the intervening transfers and deed recordations occurring without City's prior knowledge and consent.

2. **Consent of City.** Without waiving rights, City hereby consents to the Land title transfers and agrees to the substitution in escrow of the named seller in the PSA, subject to the following provisions and conditions:

2.1 **Capacity of City.** Except where clearly and expressly provided otherwise in this Consent and Amendment the capacity of the City in this Consent and Amendment shall be as an individual purchaser only. Any obligations or restrictions imposed on City by this Consent and Amendment or the PSA shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Paragraph or this Consent and Amendment shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

**2.2 Legal description.** City is attaching a legal description of the Land, attached hereto and incorporated to the PSA as "Exhibit B", setting forth a corrected description of the Land being acquired by Buyer including an amended calculation of the square footage as being 3,834 square feet (instead of 4,698 square feet).

**2.3 Easement** 636 NHP, LLC will grant an easement to the City (in a separate agreement) for park and park-related purposes over a strip of property adjacent to its retaining wall. (The legal description of the 886 square feet of property subject to the easement is incorporated to the PSA as Exhibit "C".)

**2.4 Title Officer.** The new title officer will be:

CHICAGO TITLE COMPANY

Address: 725 S. Figueroa Street, Suite 200  
Los Angeles CA 90017

ATTN: Jordan Curiel  
Telephone No: (213) 488-4371  
Facsimile No. (213) 612-4171

**2.5 Escrow Officer.** The new Escrow Holder will be

CHICAGO TITLE COMPANY  
725 S. Figueroa Street, Suite 200  
Los Angeles CA 90017  
Attn: Joan Hawkins, Escrow Officer  
Telephone No.: (213) 612-4161  
Facsimile No.: (213) 488-4384  
E-mail: [Joan.Hawkins@ctt.com](mailto:Joan.Hawkins@ctt.com)

3. **Purchase Price Amount.** The full purchase price for the property is amended to Two Hundred Twenty-Four Thousand, Seven Hundred Forty Five 58/100 Dollars (\$224,745.58).

4. **Consent of Queen's Gate Residential, LLC.** Queen's Gate Residential, LLC hereby consents to the changes made to the PSA, and claims no title to the Land.

5. **Amendment of PSA.** In order to reflect current record title to the Land, the PSA is hereby amended to substitute, as "Seller", 636 NHP, LLC throughout the body of the PSA document. Accordingly, 636 NHP, LLC hereby agrees to all terms and conditions applicable to Seller,

6. **Successors.** This Consent and Amendment shall be binding on and inure to the benefit of the parties and their successors.

7. **Conflict of Laws And Venue.** This Consent and Amendment shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this Consent will be proper only in the County of Los Angeles, State of California.

CONSENT AND AMENDMENT OF PSA  
ASSESSOR'S PARCEL  
NO. 5407-025-017,  
LOS ANGELES, CA  
C-123026

**IN WITNESS WHEREOF**, CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services, and, LA SUNSET PROPERTIES II, INC. a California corporation, QUEEN'S GATE RESIDENTIAL, LLC, A California limited liability corporation, and 636 NHP, LLC, a California limited liability corporation have caused this to be executed as of the date of the attestation by the City Clerk. If the space provided in preamble on page 1 of this is blank, such date shall be entered in such space, although such date shall be deemed to be the date of this in any case.

**(SIGNATURES ARE ON FOLLOWING PAGE)**

**APPROVED AS TO FORM:**

MICHAEL N. FEUER  
City Attorney  
By:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

HOLLY WOLCOTT  
City Clerk  
By:

\_\_\_\_\_

Deputy

Date: \_\_\_\_\_

**CITY:**

THE CITY OF LOS ANGELES,  
A municipal corporation, acting by and through its  
Board of Recreation and Park Commissioners

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

President

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

Secretary

Date: \_\_\_\_\_

**LA SUNSET PROPERTIES II, INC.**

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

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

**QUEEN'S GATE RESIDENTIAL, LLC**

By: Thomas Botz, Managing Member

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

**636 NHP, LLC, a California Limited Liability Company**

By: Groveland Management Inc.

A California corporation, its sole manager

\_\_\_\_\_

Title: Thomas Botz, President

\_\_\_\_\_

Date:

Executed at

\_\_\_\_\_, California

# EXHIBIT A

CONSENT AND AMENDMENT OF PSA  
ASSESSOR'S PARCEL  
NO. 5407-025-017,  
LOS ANGELES, CA  
C-123026

# EXHIBIT B

CONSENT AND AMENDMENT OF PSA  
ASSESSOR'S PARCEL  
NO. 5407-025-017,  
LOS ANGELES, CA  
C-123026

# EXHIBIT C

CONSENT AND AMENDMENT OF PSA  
ASSESSOR'S PARCEL  
NO. 5407-025-017,  
LOS ANGELES, CA  
C-123026

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
THE DEPARTMENT OF RECREATION AND PARKS  
FOR THE JOINT USE OF A PORTION OF THE  
CHINATOWN BRANCH LIBRARY PROPERTY**

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into by and between the Library Department (hereinafter referred to as the "Los Angeles Public Library" or as "LAPL") and the Department of Recreation and Parks (hereinafter referred to as "RAP"), for the joint use of a portion of the Chinatown Branch Library site for RAP to improve and maintain for recreational purposes during the term of this MOA as further described herein. LAPL and RAP may be referred to individually as a "PARTY" or collectively as the "PARTIES".

**RECITALS**

WHEREAS, LAPL owns property located at 639 North Hill Street, Los Angeles, CA 90012, known as the Chinatown Branch Library; and

WHEREAS, RAP owns the property adjacent to the northern portion of the Chinatown Branch Library which RAP desires to improve for use as a park for recreational purposes, currently referred to as the Ord and Yale Street Park, the Alpine Recreation Center Expansion Project and the Vertical Park Project; and

WHEREAS, such northern portion of the Chinatown Branch Library (such northern portion is further described herein and is hereinafter referred to as "PREMISES") is currently vacant, unimproved property that is not being utilized for any Library purpose; and

WHEREAS, the PARTIES recognize that the proposed uses of the PREMISES described as approximately 10,760 square feet of land located at the northern portion of the Chinatown Branch Library, identified as Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905, would best serve the public at this time by providing recreational and Library purposes and desire to enter into this MOA; and

WHEREAS, RAP has the ability and resources to improve and maintain the PREMISES for recreational purposes; and

WHEREAS, in return for assisting GSD in clearing up LAPL's title over the vacated portion of Teed Street and for improving and maintaining the PREMISES, RAP desires to use such PREMISES for recreational purposes; and

WHEREAS, the improvements to the PREMISES proposed by RAP would allow the PREMISES to also be used by LAPL for Library purposes; and

WHEREAS, PARTIES recognize that the proposed uses of the PREMISES would best serve the public at this time by providing recreational and Library purposes and desire to enter into this MOA; and

WHEREAS, Los Angeles City Charter Section 534 grants the Board of Library Commissioners full control over all Library sites, and on January 28, 2016, the Board of Library Commissioners approved the joint use of the PREMISES by RAP for recreational and Library purposes (Board Resolution No. 16-XX) subject to the terms and conditions of this MOA:

NOW THEREFORE, the PARTIES hereby agree to the following terms and conditions for the use and maintenance of the PREMISES.

### SECTION 1 – PURPOSE

The purpose of this MOA is to authorize use of PREMISES by RAP to improve and maintain PREMISES for recreational and Library purposes for the benefit of the public subject to the terms and conditions of this MOA.

Ownership of PREMISES (defined below) will remain with LAPL. Pursuant to City Charter Section 534, the Board of Library Commissioners reserves the right to exercise “full control over” the PREMISES which includes but is not limited to the right to sell, lease, transfer, pledge, hypothecate or revoke the aforementioned use of PREMISES if determined by LAPL in its sole discretion to be in the best interest of LAPL and the public, subject to the terms and conditions set forth in Section 3 below. Accordingly, the PREMISES **will not be set aside, dedicated for recreational purposes, or owned by RAP.** (Emphasis added.)

### SECTION 2 – DESCRIPTION OF PREMISES

The PREMISES is described as approximately 10,760 square feet of land located at the northern portion of the Chinatown Branch Library (639 North Hill Street, Los Angeles, CA 90012) and identified by the County of Los Angeles as portions of Assessor Parcel Numbers (APN) 5408-017-904 and 5408-017-905.

The PREMISES is shown on Exhibit A (Premises Map) of this MOA.

### SECTION 3 – TERM

The term of this MOA will commence on February 1, 2016, and will expire on January 31, 2066, unless terminated by written agreement of both PARTIES.

Either PARTY may terminate this MOA without cause by providing the other PARTY 180 days formal written notification of its intent to terminate, served on a representative of the other PARTY by certified mail and/or electronic mail.

#### SECTION 4 – ROLES AND RESPONSIBILITIES OF THE PARTIES

##### A. Department of Recreation and Parks

1. Joint Use: RAP is authorized to use the PREMISES throughout the term of this MOA and subject to this MOA for passive and active recreational purposes. RAP will coordinate such use with LAPL and such use will be based on availability.
2. Maintenance: RAP will maintain the PREMISES at no cost to LAPL. This includes ensuring the PREMISES receives routine landscape maintenance, tree trimming and removal as-needed, trash removal and disposal, and replacement of grass, plants, flowers, and trees as-needed to maintain an attractive and inviting atmosphere.
3. Amenities and Equipment: RAP may install amenities (e.g., benches, picnic tables, drinking fountains, etc.) and equipment (e.g., playground equipment, outdoor gym equipment, etc.) for public use at no cost to LAPL. RAP will maintain and repair amenities and equipment as-needed at no cost to LAPL. Upon the termination date of this MOA or written notice of sooner termination, RAP will remove amenities and equipment from PREMISES and retain ownership of such amenities and equipment; provided, however, that RAP and LAPL may agree for such amenities and equipment to remain on the PREMISES. In the event such amenities and equipment remain on PREMISES upon termination of this MOA, LAPL would thereafter become responsible for ongoing maintenance and repair of such amenities and equipment.

RAP shall obtain the prior written approval for any fixed structure (e.g., storage shed, pavilion, stage, etc.) proposed by RAP to be constructed on PREMISES. LAPL shall not unreasonably deny such written approval.

4. Improvements: RAP shall construct and install the improvements to PREMISES for recreational and Library purposes as described herein, and RAP shall incur all costs for providing such improvements to PREMISES.
5. Design and Construction: RAP shall include LAPL staff in PREMISES design and construction meetings.
6. Utilities: RAP shall be responsible for all utility costs related to PREMISES. Such costs include, but are not limited to, the installation, repair and maintenance of utility meters, utility lines, and irrigation system.

7. Security: RAP shall be responsible for all security related to PREMISES, which consists of the use of Park Rangers and/or the Los Angeles Police Department.
8. Rules of Conduct: RAP shall enforce the most current LAPL Rules of Conduct on the PREMISES. A copy of the latest Rules of Conduct are attached hereto and incorporated herein by reference as Exhibit B.
9. Emergencies: With respect to the PREMISES, RAP shall be responsible for responding to emergencies and/or notifying the appropriate agencies to respond to emergencies (e.g., Los Angeles Police Department, Los Angeles Fire Department, etc.) and to perform any action necessary subsequent to such emergency.

B. Los Angeles Public Library

1. Joint Use: LAPL is authorized to use the PREMISES throughout the term of this MOA for Library programming and Library events at no cost to LAPL. LAPL will coordinate such use with RAP.
2. Security: LAPL will provide and arrange for any security needs for Library programming and Library events.
3. Design and Construction: LAPL will designate staff to participate in PREMISES design and construction meetings.

SECTION 5 – REPRESENTATIVES OF THE PARTIES

- A. Los Angeles Public Library  
John F. Szabo, City Librarian  
630 West Fifth Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90071

Telephone: (213) 228-7515

LAPL shall provide RAP with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

- B. Department of Recreation and Parks  
Michael A. Shull, General Manager  
221 North Figueroa Street, 1<sup>st</sup> Floor  
Los Angeles, CA 90012

Telephone: (213) 202-2633

RAP shall provide LAPL with written notice of any name or address change within thirty (30) calendar days of the occurrence of said name or address change.

C. PARTIES reserve the right to appoint an Assistant General Manager level employee to act as a representative in the absence of the above stated representatives.

#### SECTION 6 – RESOLUTION OF DISPUTES

Should any dispute arise involving the terms and conditions of this MOA, PARTIES agree to meet in good faith within five (5) business days to resolve such dispute. PARTIES commit to dedicate the necessary time and personnel to promptly address and resolve any and all disputes while ensuring effective and efficient service is provided to the public.

#### SECTION 7 – INDEMNIFICATION AND LIABILITY

RAP undertakes and agrees to defend, indemnify and hold harmless LAPL and any of its Boards, Officers, Agents, Employees, Assigns, and Successor in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred, including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person including RAP employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOA by RAP or its Officers, Employees, Agents or Subcontractors of any tier. This provision shall survive expiration or termination of this MOA.

#### SECTION 8 – ACCEPTANCE OF PREMISES

RAP has inspected the PREMISES and agrees that the PREMISES are suitable for the uses permitted herein. No officer or employee of CITY, RAP, or LAPL has made any representation or warranty with respect to the PREMISES except as described in this MOA.

#### SECTION 9 – FORCE MAJEURE

Neither PARTY hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this MOA due to causes beyond the control of that PARTY including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, landslides, acts of public enemies, acts of superior governmental authority, floods, fires, riots, rebellion, sabotage, or any other circumstance for which such PARTY is not responsible and which is not in its power to control.

SECTION 10 – INCORPORATION OF DOCUMENTS

This MOA and incorporated documents represent the entire integrated agreement between PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This MOA may not be changed or modified in any manner except by formal, written amendment fully executed by both PARTIES. The following Exhibit is attached and made part of this MOA by reference:

- Exhibit A - Chinatown Branch Library Premises Map
- Exhibit B - LAPL Rules of Conduct

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Los Angeles Public Library and the Department of Recreation and Parks have caused this Memorandum of Agreement (MOA) to be executed by their duly authorized representatives and have executed this MOA.

**LOS ANGELES PUBLIC LIBRARY**, acting by and through its Board of Library Commissioners

\_\_\_\_\_  
BICH NGOC CAO, Board President

\_\_\_\_\_  
DATE

**ATTEST**

\_\_\_\_\_  
RAQUEL BORDEN, Executive Commission Assistant

\_\_\_\_\_  
DATE

**DEPARTMENT OF RECREATION AND PARKS**, acting by and through its Board of Recreation and Park Commissioners

\_\_\_\_\_  
SYLVIA PATSAOURAS, Board President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ARMANDO BENCOMO, Board Secretary

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM**  
**MICHAEL N. FEUER, CITY ATTORNEY**

\_\_\_\_\_  
Arletta Brimsey - Deputy City Attorney  
for the Los Angeles Public Library

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Strefan Fauble - Deputy City Attorney  
for the Department of Recreation and Parks

\_\_\_\_\_  
DATE

## RECORDING REQUESTED BY

**Chicago Title Company**

## AFTER RECORDED MAIL TO

City of Los Angeles  
 Dept. of Recreation & Parks  
 221 N. Figueroa St. 4<sup>th</sup> Floor  
 Los Angeles, CA 90012  
 Attn: Cid Macaraeg

Space Above This Line For Recorder's Use

Title Order No. 65036-001-LT2-JC

Escrow No. 00000000

<b>Easement Agreement</b>
---------------------------

**Assessor's Parcel Nos. 5407-025-010; 5407-025-017; 5407-025-900; 5407-025-901; and 5407-025-902**

This EASEMENT AGREEMENT ("**Easement Agreement**") is made and entered into as of \_\_\_\_\_, 2017 (the "**Effective Date**") by and between the **CITY OF LOS ANGELES**, a municipal corporation, as grantor (the "**City**") and **636 NHP LLC**, a California limited liability company, as grantee ("**636**"). The City and 636 are referred to individually as a "**Party**" and collectively as, the "**Parties**" with reference to the following facts:

A. The City and L.A. Sunset Properties II, Inc., a California corporation ("**LASP**") entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of September 30, 2013 (the "**902 Purchase Agreement**") related to Assessor's Parcel No. 5407-025-902 (formerly, 5407-025-010) (the "**City 902 Parcel**") wherein LASP conveyed the City 902 Parcel to the City. The Grant Deed conveying the City 902 Parcel to the City was recorded November 13, 2013 as Document No. 2013-1587913, Official Records of Los Angeles County, California. The 902 Purchase Agreement also contemplated that an easement for access rights for LASP and its successors and assigns (including 636) to access and maintain Assessor's Parcel No. 5407-025-017 for repair and maintenance of the Retaining Wall would be reserved from the 902 Parcel in favor of 636. That easement has not yet been provided, but will be provided under this easement agreement.

B. The City and LASP entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of September 30, 2013, as amended by that certain Consent to Assignments and Amendment of Purchase and Sale Agreement between the City and LASP, Queen's Gate residential, LLC, and 636, Assessor's Parcel No. 5407-025-017 dated as of the Effective Date (the "**017 Purchase Agreement**") in connection with the City's purchase of the portion of Assessor's Parcel No. 5407-025-017 described and depicted on Exhibit A attached hereto (the "**City 017 Parcel**") The legal description for the 636 Parcel, after conveyance of the City 017 Parcel is described and depicted on Exhibit B attached hereto (the "**636 Parcel**"). 636 is the successor-in-interest to LASP under the 017 Purchase Agreement.

C. A retaining wall and associated footings and supports (collectively, the “**Retaining Wall**”) is located on the 636 Parcel.

D. The City is developing a park on certain property, which includes City 902 Parcel and City 017 Parcel, and is more particularly described on Exhibit C attached hereto (the “**City Property**”).

E. There is an approximately five (5) foot strip of land running along and between the Retaining Wall and the City Property which is described and depicted on Exhibit D attached hereto (the “**Retaining Wall Adjacent Strip**”) Pursuant to, and subject to the terms of, this Easement Agreement the City is given an non-exclusive easement over the Retaining Wall Adjacent Strip to use it for park and park related purposes and to give the City access to the Retaining Wall to allow access for the Removal Obligations (defined below).

F. This Easement Agreement and the Grant Deed executed by 636 conveying the City 017 Parcel to the City shall be recorded concurrently in the Official Records of Los Angeles County, California.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements.

a. Retaining Wall Adjacent Strip. Subject to 636’s right to perform the Wall Repair, 636 hereby grants to the City, a perpetual, non-exclusive, irrevocable, unrestricted appurtenant easement in, on, over, under, through and across the Retaining Wall Adjacent Strip for the benefit of the City and the City’s successors and assigns, for the purpose of operating a park, landscaping, weeding and repairing, maintaining and replacing any improvements on the Retaining Wall Adjacent Strip in good condition and repair and to perform the Removal Obligations (collectively, the “**City Easement**”). The City shall not use the City Easement in any manner that would cause the 636 Parcel to not be in compliance with any applicable laws or regulations.

b. Retaining Wall and Access. Pursuant to the provisions in the 902 Purchase Agreement and the 017 Purchase Agreement reserving 636’s access to the 636 Parcel, the City hereby grants to 636, a perpetual, non-exclusive, irrevocable, unrestricted appurtenant easement in, on, over, through and across the City Property for the benefit of 636 and 636’s successors and assigns, for the purpose of access to the 636 Parcel for the purposes of repairing, maintaining and/or replacing the Retaining Wall (the “**Wall Repair**”), together with any required setbacks, if any (the “**636 Easement**”). Each time 636 desires to use the 636 Easement, 636 shall contact the City and the City shall reasonable determine, without undue delay, the portion of the City Property to be used for the 636 Easement.

c. The City Easement and the 636 Easement are collectively referred to as the “**Easements**”.

2. Maintenance Obligations.

a. The City. Management, operation, maintenance and repair of the City Property and the City Easement shall reside in the City. The City hereby agrees to maintain the Retaining Wall Adjacent Strip in good condition and repair at all times at its sole cost and expense and shall have the right to reconfigure or modify the layout, use or aesthetics of the City Easement within the definitions of the easement as set forth herein and within the boundaries of said easement also as set forth herein. The City also hereby agrees to be responsible for the removal of any graffiti placed on, or other defacement of, the Retaining Wall, and for any damages thereto otherwise caused by the use of the City Property or the City Easement (the "**Removal Obligations**"). Additionally the City agrees to take no action that would adversely affect the status of the 636 Easement.

b. 636. Management, operation, maintenance and repair of the 636 Parcel shall reside in 636, except for the Removal Obligations, and the City's obligation to maintain the Retaining Wall Adjacent Strip. Except for the Removal Obligations, 636 hereby agrees to maintain the Retaining Wall in good condition and repair at all times at its sole cost and expense and shall have the right to reconfigure or modify the layout, use or aesthetics of the Retaining Wall. Additionally 636 agrees to take no action that would adversely affect the status of the City Easement.

3. Damages and Interference. Each Party shall exercise its rights under this Easement Agreement as expeditiously as possible, and in such a manner as to avoid unreasonable interference with the other Party's use of its property. If, in the course of the use of any portion of the other Party's property for any purpose, or in exercising its rights or performing its obligations under this Easement Agreement, a Party or its agents cause any damage to any of the other Party's property or improvements thereon, that Party shall, at its own cost and expense, promptly repair any and all such damage as necessary to restore the impacted area or improvements to the condition that existed immediately prior to the damage.

4. Running With The Land. The Easements contained herein (i) are made for the direct benefit of the 636 Parcel and the City Property, respectively; (ii) constitute covenants running with the land; and (iii) bind, and inure to the benefit of, every person having any fee, leasehold or any other interest in any portion of the City Property or 636 Parcel, respectively, at any time. Upon recordation of this Agreement, every person or entity that now or hereafter owns or acquires any right, title or interest in or to all or any portion of the City Property or the 636 Parcel is and shall be conclusively deemed to have consented and agreed to every provision of this Easement Agreement, whether or not any reference to this Easement Agreement is contained in the instrument by which such person or entity acquired such interest.

5. Indemnities.

a. 636 shall indemnify, defend and hold harmless, the City and its officers, agents and employees (collectively, the "**City Indemnified Parties**") from and against any and all claims, actions, costs, liabilities and damages (including, without limitation, reasonable attorneys' fees) for personal injury and/or property damage (collectively, the "**Claims**") arising

or resulting from or in connection with 636 and/or its agents use of the 636 Easement, except to the extent any such Claims are a result of the gross negligence or willful misconduct of the City Indemnified Parties.

b. The City shall indemnify, defend and hold harmless, 636 and its officers, agents and employees (collectively, the “**636 Indemnified Parties**”) from and against any and all claims, actions, costs, liabilities and damages (including, without limitation, reasonable attorneys’ fees) for personal injury and/or property damage” (collectively, the “**636 Claims**”) arising or resulting from or in connection with the City, its agents, its invitees, and/or other users of the park, use of the City Easement, except to the extent any such 636 Claims are a result of the gross negligence or willful misconduct of the 636 Indemnified Parties.

6. Notice of Access. At least five (5) days prior to the use of the 636 Easement by 636, a written request for a right of entry permit must be submitted to the City and approved by its Department of Recreation and Parks, except for emergency (imminent threat of peril to life or property) purposes, in which case notice will be provided to the Department of Recreation and Parks as soon as possible thereafter. Evidence of liability insurance for 636 and/or its agents must be submitted to and approved by the City’s risk manager before the right of entry will be approved.

7. Miscellaneous.

a. Notices. All notices or other communications requested or permitted hereunder shall be in writing and be personally delivered, sent by registered or certified mail (postage prepaid with return receipt requested) or sent by messenger, overnight courier, or facsimile. Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

if to the City:

City of Los Angeles  
Department of Recreation and Parks  
221 North Figueroa Street  
Suite 350  
Los Angeles, California 90012  
Attention: Mike Shull, General Manager

with a copy to:

Los Angeles City Attorney’s Office  
Real Property/Environment Division  
7<sup>th</sup> Floor City Hall East  
200 North Main Street  
Los Angeles, California 90012

if to 636:

636 NHP LLC  
Management Office  
636 North Hill Place  
Los Angeles, California 90012

with a copy to:

Kevin J. Lamb, Esq.  
Lamb & Kawakami LLP  
333 South Grand Avenue  
Suite 4200  
Los Angeles, California 90071

b. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

c. Recitals; Entire Agreement. All Recitals in this Easement Agreement are incorporated herein as though set forth in full and made a material part hereof. The terms of this Easement Agreement and the Purchase Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and supersede any prior agreements, promises, negotiations, or representations.

d. Waiver. The waiver or failure to enforce any provision of this Easement Agreement shall not operate as a waiver of a future breach of such provision or any other provision hereof.

e. Amendment. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

f. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California. The provisions of this Easement Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared the Easement Agreement.

g. Counterparts. This Easement Agreement may be signed in any number of counterparts, each of which shall be effective as an original, but all of which taken together shall constitute a single document and one and the same instrument.

h. Further Acts. Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Easement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date first written above.

**CITY**

APPROVED AS TO FORM

CITY OF LOS ANGELES,  
a municipal corporation

Michael N. Feuer, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

By \_\_\_\_\_  
Eric Garcetti, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

Holly Wolcott, City Clerk

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**636**

636 NHP LLC, a California limited liability company  
By Groveland Management, Inc., a California corporation, its sole manager

\_\_\_\_\_  
By: Thomas Botz, President





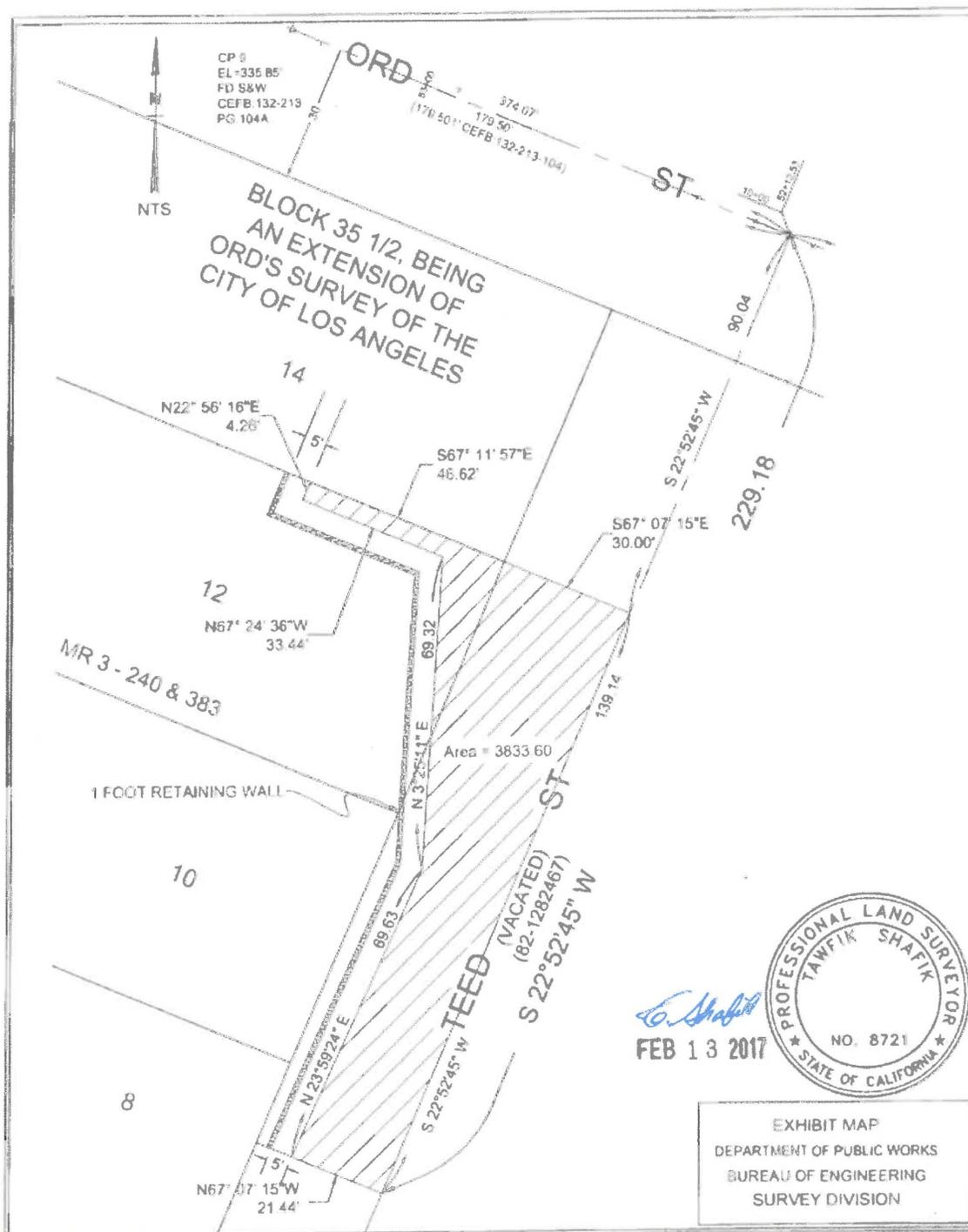
**Exhibit A**

**Legal Description of the City 017 Parcel**

THAT PORTION OF LOT 12 OF BLOCK 35 1/2, BEING AN EXTENSION OF ORD'S SURVEY OF THE CITY OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 240 AND PAGE 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF TEED STREET, 60.00 FEET WIDE, AS SHOWN ON SAID MAP, VACATED BY SAID CITY PER RESOLUTION TO VACATE NO. 82-21808 RECORDED DECEMBER 22, 1982 AS INSTRUMENT NO. 82-1282467 IN SAID COUNTY RECORDER'S OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 12; THENCE ALONG A LINE PERPENDICULAR TO THE CENTERLINE OF SAID VACATED TEED STREET SOUTH 67°07'15" EAST, FOR THE PURPOSES OF THIS DESCRIPTION ONLY, A DISTANCE OF 30.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE SOUTH 22°52'45" WEST, 139.14 FEET TO A LINE PERPENDICULAR TO SAID CENTERLINE AND PASSING THROUGH THE SOUTHERLY END OF THE EXISTING RETAINING WALL; THENCE ALONG LAST SAID PERPENDICULAR LINE NORTH 67°07'15" WEST, 21.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY FACE OF SAID RETAINING WALL; THENCE ALONG SAID PARALLEL LINE NORTH 23°59'24" EAST, 69.63 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES OF SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 3°25'11" EAST, 69.32 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 67°24'36" WEST 33.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE AND ITS NORTHERLY PROLONGATION NORTH 22°56'16" EAST, 4.26 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 67°11'57" EAST, 46.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT A



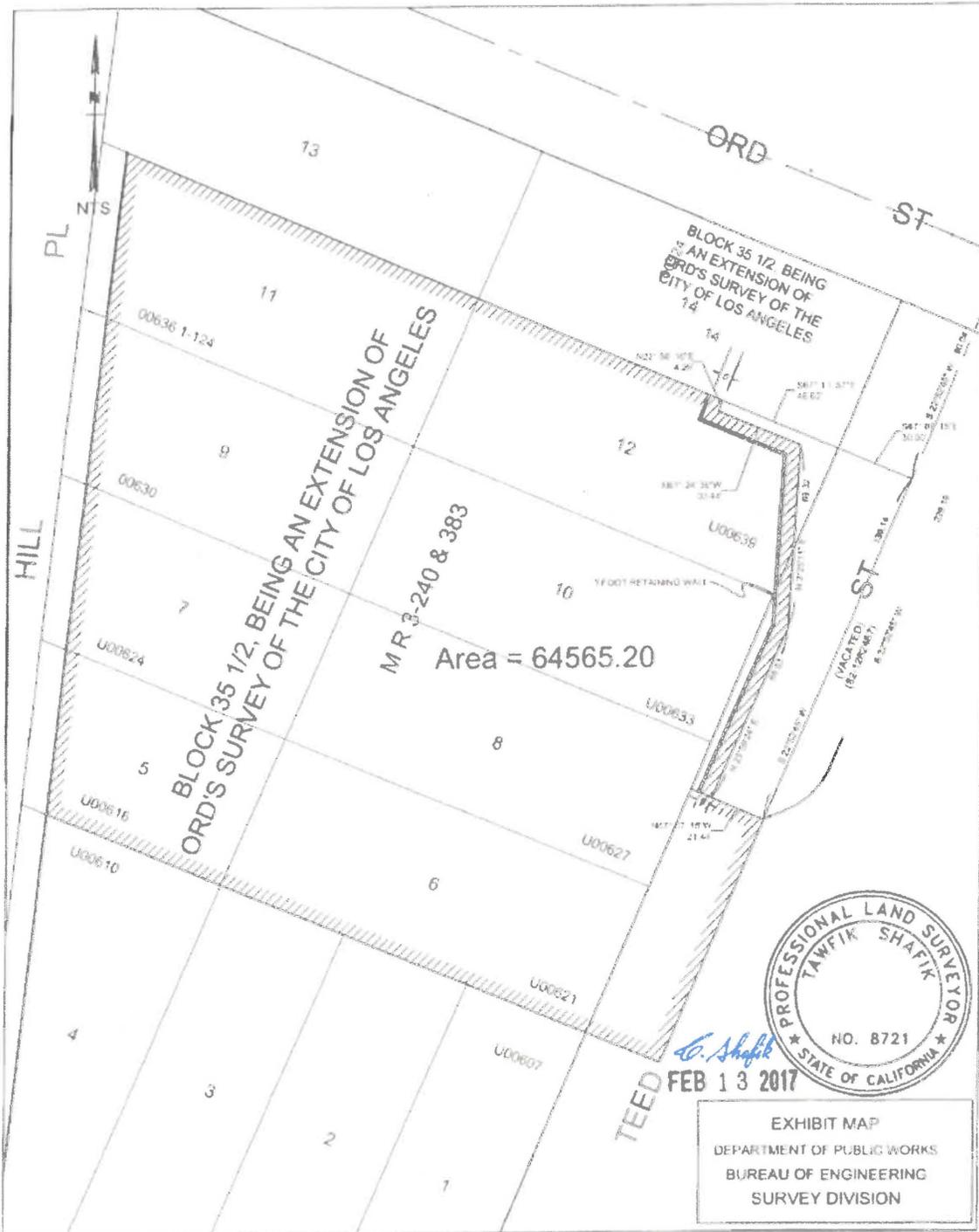
**Exhibit B**  
**636 Remainder Parcel**

LOTS 5 TO 12, INCLUSIVE, OF BLOCK 35 1/2, BEING AN EXTENSION OF ORD'S SURVEY OF THE CITY OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 240 AND 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF VACATED TEED STREET, 60.00 FEET WIDE, AS SHOWN ON SAID MAP BOUNDED ON THE SOUTHEAST BY THE CENTERLINE OF SAID TEED STREET, BOUNDED ON THE NORTH BY A LINE PERPENDICULAR TO SAID CENTERLINE AND PASSING THROUGH THE EAST CORNER OF SAID LOT 12, AND BOUNDED ON THE SOUTH BY A LINE PERPENDICULAR TO SAID CENTERLINE OF SAID TEED STREET AND PASSING THROUGH THE SOUTHEAST CORNER OF SAID LOT 6, SAID STREET VACATED BY SAID CITY PER RESOLUTION TO VACATE NO. 82-21808 RECORDED DECEMBER 22, 1982 AS INSTRUMENT NO. 82-1282467 IN SAID COUNTY RECORDER'S OFFICE

EXCEPT THEREFROM THOSE PORTIONS OF SAID LOT 12 AND OF VACATED TEED STREET, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 12; THENCE ALONG A LINE PERPENDICULAR TO THE CENTERLINE OF SAID VACATED TEED STREET SOUTH 67°07'15" EAST, FOR THE PURPOSES OF THIS DESCRIPTION ONLY, A DISTANCE OF 30.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE SOUTH 22°52'45" WEST, 139.14 FEET TO A LINE PERPENDICULAR TO SAID CENTERLINE AND PASSING THROUGH THE SOUTHERLY END OF THE EXISTING RETAINING WALL; THENCE ALONG LAST SAID PERPENDICULAR LINE NORTH 67°07'15" WEST, 21.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY FACE OF SAID RETAINING WALL; THENCE ALONG SAID PARALLEL LINE NORTH 23°59'24" EAST, 69.63 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES OF SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 3°25'11" EAST, 69.32 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 67°24'36" WEST 33.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE AND ITS NORTHERLY PROLONGATION NORTH 22°56'16" EAST, 4.26 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 67°11'57" EAST, 46.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



**Exhibit C**

**Legal Description of the City Property**

**PARCEL 1** (APN 5407-025-902) Acquired from LASP

THE SOUTHEASTERLY 30 FEET OF THE NORTHWESTERLY 120 FEET OF LOT 14 IN BLOCK 35-1/2, BEING AN EXTENSION OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 240 AND 383, OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, CALIFORNIA.

**PARCEL 2** (APN 5407-025-901) Acquired from Balkema & Nations

ALL THAT PORTION OF LOT 14, IN BLOCK 35-1/2 OF AN EXTENSION OF ORD'S SURVEY, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 30 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 240 AND 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 3** (APN 5407-025-901) Acquired from Balkema & Nations

TOGETHER WITH THAT PORTION OF TEED STREET 60 FEET WIDE, VACATED BY RESOLUTION TO VACATE NO. 82-21808, RECORDED DECEMBER 22, 1982, AS INSTRUMENT NO. 82-1282467, OF OFFICIAL RECORDS (FORMERLY KNOWN AS SHORT STREET AND FORMERLY KNOWN AS BELLEVUE AVENUE AND ALSO FORMERLY KNOWN AS SUNSET BOULEVARD) AS SHOWN ON SAID MAP OF THE EXTENSION OF THE ORD'S SURVEYS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 240 AND 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF LOT 14 OF BLOCK 35 1/2 OF SAID TRACT, BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 14 OF BLOCK 35 1/2 OF SAID TRACT, BOUNDED ON THE WEST BY THE EASTERLY LINE OF LOT 14 OF BLOCK 35 1/2 OF SAID TRACT, AND BOUNDED ON THE EAST BY THE CENTER LINE OF SAID TEED STREET.

**PARCEL 4** (APN 5407-025-900) Acquired from Balkema & Nations

THE NORTHWEST 90 FEET OF LOT 14, IN BLOCK 35-1/2 OF AN EXTENSION OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 240 AND 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 5** (Portion of 5407-025-017) Acquired from 636 herewith

THAT PORTION OF LOT 12 OF BLOCK 35 1/2, BEING AN EXTENSION OF ORD'S SURVEY OF THE CITY OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 240 AND PAGE 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF TEED STREET, 60.00 FEET WIDE, AS SHOWN ON SAID MAP, VACATED BY SAID CITY PER RESOLUTION TO VACATE NO. 82-21808 RECORDED DECEMBER 22, 1982 AS INSTRUMENT NO. 82-1282467 IN SAID COUNTY RECORDER'S OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF SAID LOT 12; THENCE ALONG A LINE PERPENDICULAR TO THE CENTERLINE OF SAID VACATED TEED STREET SOUTH 67°07'15" EAST, FOR THE PURPOSES OF THIS DESCRIPTION ONLY, A DISTANCE OF 30.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE SOUTH 22°52'45" WEST, 139.14 FEET TO A LINE PERPENDICULAR TO SAID CENTERLINE AND PASSING THROUGH THE SOUTHERLY END OF THE EXISTING RETAINING WALL; THENCE ALONG LAST SAID PERPENDICULAR LINE NORTH 67°07'15" WEST, 21.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY FACE OF SAID RETAINING WALL; THENCE ALONG SAID PARALLEL LINE NORTH 23°59'24" EAST, 69.63 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES OF SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 3°25'11" EAST, 69.32 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE NORTH 67°24'36" WEST 33.44 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY FACE OF RETAINING WALL; THENCE ALONG LAST SAID PARALLEL LINE AND ITS NORTHERLY PROLONGATION NORTH 22°56'16" EAST, 4.26 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 67°11'57" EAST, 46.62 FEET TO THE POINT OF BEGINNING.

**Exhibit D**

**Legal Description of the Retaining Wall Adjacent Strip**

THAT PORTION OF LOT 12 OF BLOCK 35 1/2 , BEING AN EXTENSION OF ORD'S SURVEY OF THE CITY OF LOS ANGELES, IN THE CITY OF LOS ANGELES COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 240 AND PAGE 383 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF TEED STREET , 60.00 FEET WIDE, AS SHOWN ON SAID MAP, VACATED BY SAID CITY PER RESOLUTION TO VACATE NO. 82-21808 RECORDED DECEMBER 22, 1982 AS INSTRUMENT NO. 82-1282467 IN SAID COUNTY RECORDER'S OFFICE, INCLUDED WITHIN A STRIP OF LAND 5.00 FEET WIDE, THE WESTERLY LINE OF SAID STRIP OF LAND BEING THE EASTERLY LINE OF THE EXISTING RETAINING WALL, IS DESCRIBED AS FOLLOWS:

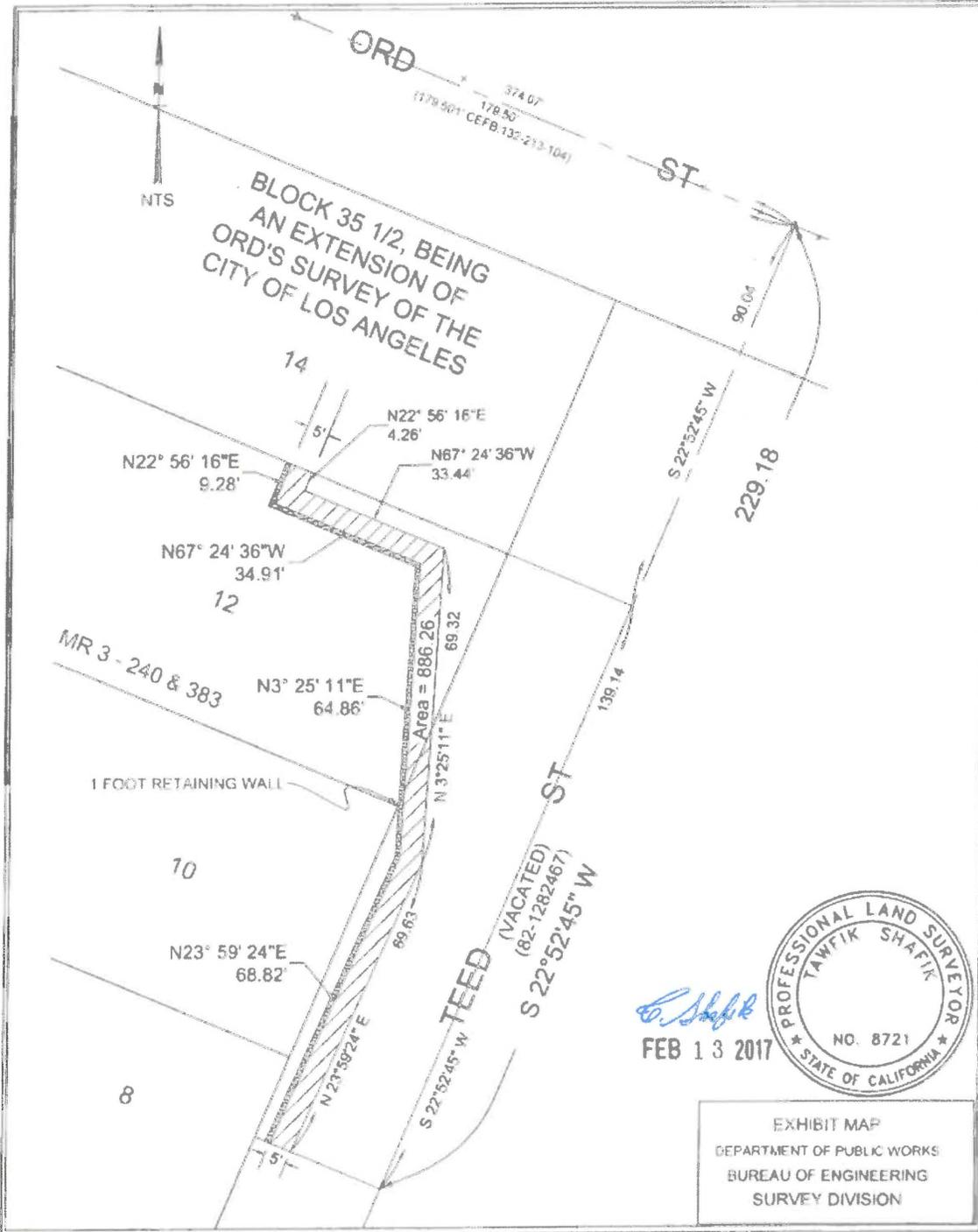
BEGINNING AT THE SOUTHERLY END OF THE EASTERLY LINE OF SAID RETAINING WALL; THENCE ALONG SAID EASTERLY LINE NORTH 23°59'24" EAST 68.82 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 3°25'11" EAST 64.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 67°24'36" WEST 34.91 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 22°56'16" EAST 9.28 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN SAID NORTHEASTERLY LINE OF SAID LOT AND TO MEET AT ALL ANGLE POINTS.

*CONTAINING: 886 SQUARE FEET.*

ALL AS SHOWN ON "EXHIBIT MAP" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT D



**CITY OF LOS ANGELES  
A Municipal Corporation**

**To**

**636 NHP LLC**

**Easement Agreement**

Date \_\_\_\_\_, 2017

**Board of Recreation and Park  
Commissioners**

**JOB TITLE: Alpine Recreation Center Expansion  
Vacant land at Ord & Yale Streets  
APN 5407-025-017 (Portion)  
Cadastral Map 133-5A213**

**STANDARD INSTRUMENT**

Checked as to parties, marital status, dates,  
signature, acknowledgements and corporate seal.

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

Approved as to Authority \_\_\_\_\_, 2017

By \_\_\_\_\_  
Authorized Officer

Approved as to description \_\_\_\_\_, 2017

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

Approved \_\_\_\_\_, 2017

Michael N. **Feuer**, City Attorney

By \_\_\_\_\_  
Deputy

Council File No. \_\_\_\_\_ 14-0508



**EQUITABLE PARKS & AMENITIES  
DECISION SUPPORT SYSTEM**

# Park Analysis Report



## Scenario Information

**Scenario Name:**

Ord and Yale / Alpine Rec Center Park Expansion

**Description:**

New park

**Scenario Type:**

New Park

**Park Class:**

Neighborhood

**Baseline Dataset\*:**

All Parks (RAP and Non-RAP)

*\*The baseline dataset is the existing parks dataset whose service areas are used to calculate the currently non-served metrics given below in blue. These residents and households, which would be served by the proposed park, are not currently served by any existing park in the baseline dataset.*

## Population and Age Breakdown

## Household and Income Breakdown

	Total Residents Served:	Currently Non-Served Residents Served:
Residents Served:	6,287	272

	Total Households Served:	Currently Non-Served Households Served:
Households Served:	2,415	46

Residents Served by Age		
Under Age 5:	234	2
Age 5 to 9:	304	0
Age 10 to 14:	305	1
Age 15 to 17:	203	5
Age 18 to 64:	3,536	234
Age 65 and Over:	1,705	30

Households Served by Annual Income		
Under \$25,000:	1,785	37
\$25,000 to \$34,999:	180	4
\$35,000 to \$49,999:	180	3
\$50,000 to \$74,999:	140	1
\$75,000 and Over:	130	1

Source: Census/ACS 2010