

**AGREEMENT BETWEEN
SANTA MONICA MOUNTAINS CONSERVANCY
AND CITY OF LOS ANGELES
FOR THE OPERATION AND MAINTENANCE
OF FRANKLIN / IVAR PARK**

This Memorandum of Understanding and Cooperative Agreement (“Agreement”) is entered into as of **July 1st, 2018**, by and between the **Santa Monica Mountains Conservancy**, a state agency established under the laws of the State of California (“Conservancy”), and the **City of Los Angeles**, a charter city and municipal corporation, acting by and through the Board of Recreation and Parks Commissioners (“RAP”). Collectively together known herein as “Parties” or individually as “Party”.

This Agreement is entered into between Conservancy and RAP for the purpose of RAP to operate and maintain a 0.75-acre recreational park amenity located at 6351 Franklin Avenue, commonly known as Franklin / Ivar Park (the “Park”), identified the Site Plan (Exhibit-A) and Transfer of Jurisdiction (TOJ) document number 1074-01-01 (Exhibit-B) attached hereto and incorporated herein by reference.

RECITALS

Whereas, the Conservancy is a state agency established pursuant to Division 23 of the Public Resources Code (Section 33000 *et seq.*);

Whereas, the Conservancy is the owner of the Park located at 6351 Franklin Avenue which opened to the public in 2017;

Whereas, RAP currently maintains and operates many parks and recreational facilities throughout the City of Los Angeles and has a long history of providing recreational opportunities and programs to its residents;

Whereas, RAP has agreed to operate and maintain the Park for one year beginning July 1, 2018 to allow RAP to explore the feasibility of longer term operations either through a transfer of land or multi-year lease agreement;

Whereas, it is acknowledged by the Parties that it is desirable to promote interagency cooperation, smoothly integrate the provision of services to the general public, and that governments at all levels should avoid wasteful overlap of functions and services;

Whereas, in furtherance of this acknowledgement, the Conservancy and RAP agree that the Park provides a valuable recreational amenity to the community and that it is important to maintain and operate the Park in order to preserve this asset.

Whereas, this Agreement sets forth the duties and responsibilities of the Conservancy and RAP relative to their roles for the operation and maintenance of the Park;

Whereas, this Agreement is entered into and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises herein contained, it is hereby agreed as follows:

SECTION 1: RECITALS

The recitals set forth above are fully incorporated as part of this Agreement.

SECTION 2: COOPERATION

The Parties shall fully cooperate with one another to attain the purpose of this Agreement.

SECTION 3: TERM OF AGREEMENT

This Agreement shall begin on **July 1, 2018** and end on **June 30, 2019**, except that the agreement shall terminate earlier upon either a successful transfer of fee title of the Park to RAP, or upon execution of a long-term lease agreement providing control of the Park to RAP. Termination may also occur under the terms of Section 8 of the Agreement.

At the request of the Conservancy, and because of the need therefore, RAP began performance of its responsibilities herein required prior to the execution hereof. By its execution hereof, Conservancy hereby accepts such service subject to all the terms and conditions of this Agreement, and ratifies its Agreement with RAP for such service.

SECTION 4: RIGHT OF ENTRY

- A. Conservancy hereby conveys to RAP a right of entry to the Park under the terms and conditions of this Agreement. During the term of the Agreement, RAP will be solely responsible for all maintenance and operations of the Park for the Term of Agreement. RAP will also be solely responsible for any and all liability resulting from RAP's maintenance and operation of the Park. The Conservancy shall remain responsible for any liability resulting from any and all facilities at and improvements to the Park.

- B. RAP shall permit the Conservancy, its joint powers authority Mountains Recreation and Conservation Authority (MRCA), and its officers, agents, employees, or designees entry to the Park at all reasonable times but upon no

less than forty-eight (48) hours prior written notice to inspect the Park to ensure compliance with the terms of this Agreement and to do any other lawful acts that may be necessary to protect the Conservancy's interest in the Park under this Agreement or to perform any act pursuant to the Conservancy's rights and obligations under this Agreement.

- C. RAP acknowledges that a California Department of Transportation ("CalTrans") "License for Property Access" exists between the Conservancy and CalTrans for this Park and agrees to uphold the terms of this Access Agreement which allows CalTrans access to their adjacent property for the purposes of maintaining and servicing irrigation, planting, right-of-way chain link fencing, utilities, and any other CalTrans owned appurtenance. The Parties understand and acknowledge that this License runs with the land and is binding on the Conservancy and RAP and nothing in this Agreement is intended to interfere with the provisions of that License.
- D. RAP acknowledges that a Time Warner Cable LLC ("TWC") "Authorization to Install and Maintain Communications Equipment" agreement (WiFi Agreement) exists between the MRCA and TWC for installation, maintenance, operation, upgrades, and removal of equipment, cables and devices related to WiFi at the Park. The Parties understand and acknowledge that nothing in this Agreement is intended to interfere with the provisions within the WiFi Agreement.

SECTION 5: CONSIDERATION

The Parties agree that this Agreement is entered into for good and valuable consideration. RAP acknowledges that entering into this Agreement allows RAP to expand recreational capacity in the vicinity of the Park for the benefit of the residents of the City of Los Angeles and the Conservancy acknowledges the benefit of RAP's ongoing investment in the Park's operation and maintenance. Financial consideration will not be exchanged under this Agreement.

SECTION 6: USE

- A. The Parties agree that RAP shall use the Park solely as a public park, and for recreational, and open space purposes ("Uses").
- B. All other Uses must be approved by the Conservancy.
- C. All Uses shall be consistent with all federal, state, and local laws and ordinances and pursuant to all applicable permits or other entitlements.
- D. RAP shall keep the Park open to the public seven days per week between the hours of sunrise to sunset.

- E. If applicable, RAP shall obtain any and all applicable permits and licenses required by city, state, and federal government entities for any and all improvements and/or alterations, and associated Uses. RAP agrees that failure to obtain any such applicable permits or licenses will constitute a material breach of the terms of this Agreement. RAP will provide copies of any and all applicable approved permits and licenses to the Conservancy upon request. RAP will keep all approved permits and licenses current during the term of this Agreement or any extensions thereto.
- F. RAP shall not commit or permit any waste or any public or private nuisance upon the Park.
- G. RAP shall not build on, improve, or fundamentally alter the Park from its current state without prior written authorization from the Conservancy. No vehicular or pedestrian gate located at the Park may be moved, expanded in height, or expanded in width without the Conservancy's explicit written permission.
- H. RAP shall take full legal and equitable responsibility for its Uses and related activities on the Park, including the building or use of any and all structures or improvements on, or alterations to, the Park, whether permanent or temporary, and will fully indemnify, defend, protect, and hold harmless the Conservancy and MRCA for the same as set forth in Section 10 of this Agreement.
- I. Consistent with the Uses, RAP shall maintain the Park and any alterations or improvements thereon in a good, orderly, and safe condition. RAP will at all times take all reasonable steps to ensure that its activities, operations, and Uses on the Park are conducted in a manner so as not to detract from the aesthetic value of the property at large.
- J. RAP shall not directly or indirectly create, incur or assume any lien on or with respect to the Park.
- K. Landscaping:
 - a. RAP shall not fundamentally alter the nature of Park's existing landscaping or plant pallet without prior written permission from the Conservancy.
 - b. Unless RAP determines that there is a likely immediate hazard to people or property, RAP may not remove any trees without prior permission.
- L. RAP will assume the full cost of operating and maintaining the Park on a weekly basis. This includes opening and closing the access gates at sunrise and sunset respectively on a daily basis.
- M. Revenues:
 - a. If it so wishes, RAP is permitted to charge fees for special events or permit filming operations at the Park.

- b. RAP shall ensure that in the event of any release of liability by outside parties using Park, specific or general, related to special events or permit filming at the Park, such release shall additionally release the Conservancy and MRCA from liability.

N. Vehicle use:

- a. RAP may allow authorized vehicles to drive within the designated decomposed granite path and the concrete plaza at the Park.
- b. RAP shall not widen any paths without prior explicit written permission from the Conservancy.

SECTION 7: UTILITIES, PUBLIC SAFETY AND MAINTENANCE

- A. RAP shall be responsible for payment and maintenance of any and all utilities or other services, such as public safety services, at the Park. RAP shall also be responsible for the maintenance of any existing or, if permitted by the Conservancy, future City-constructed improvements on, or City-initiated alterations to, the Park.
- B. RAP shall repair or replace at its expense any and all minor or major damage that may result from an accident or vandalism within the Park within 30-90 days of discovery of the damage (depending on the type and extent of damage) by RAP or written notification of the damage by the Conservancy.
- C. RAP shall repair or replace at its expense any and all damage that may result from RAP allowing any public events at the Park.
- D. Officers from the Los Angeles Police Department will be responsible for public safety and police patrol of the Park. MRCA Rangers shall not be responsible for law enforcement at the Park, but, at their discretion, may exercise their law enforcement authority at the Park pursuant to Penal Code Section 830.31. In the event MRCA Rangers need assistance or make an arrest, they shall notify the Los Angeles Police Department as soon as it is safe to do so.
- E. MRCA shall provide equipment for RAP to use as part of this Agreement, including irrigation and controller keys; a maintenance and manufacturer material information booklet, if available; three (3) 'Masterlock' combo locks on vehicle and pedestrian gates; and the irrigation working schedule for zones, if available. RAP will be responsible for maintaining and repairing the equipment.

SECTION 8: TERMINATION AND SURRENDER OF PARK

- A. Either Party may terminate this Agreement for any reason with sixty (60) days written notice to the other Party.

- B. Upon termination of this Agreement for any reason other than the successful transfer of fee title of the Park to RAP, or a long-term Lease Agreement with RAP, RAP shall promptly surrender and deliver the Park to MRCA in a condition that is, in MRCA's reasonable opinion, equal to the condition at the start of this Agreement, and, at MRCA's discretion, shall cease all Uses at the Park.

SECTION 9: GENERAL PROVISIONS

- A. The Parties agree to execute additional documents as are necessary to carry out the provisions of this Agreement.
- C. No waiver of any term, provision, or condition of this Agreement shall be deemed to constitute a waiver of any other term, provision, or condition.
- D. This Agreement shall be governed by laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- E. This Agreement may be amended by mutual consent of the Parties to include, among other things, additional responsibilities to this scope. Any amendment to this Agreement must be in writing and signed by authorized representatives of the Parties hereto.
- F. The Conservancy and RAP shall act in an independent capacity and not as officials, officers, employees, agents or volunteers of the other party. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Parties.
- G. This Agreement shall constitute the entire understanding and Agreement of the Parties hereto and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.
- H. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

SECTION 10: HOLD HARMLESS; INDEMNITY

- A. The Conservancy shall indemnify, protect, defend and hold harmless RAP and its elected and appointed officials, officers, employees, agents, contractors,

attorneys, and volunteers (collectively, "RAP Indemnified Parties") from and against any and all claims or losses, including Workers' Compensation claims, damages, costs, liens, judgments, penalties, permits, reasonable attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of the Conservancy, its officials, officers, employees, agents, or contractors which related to MRCA's obligations under this agreement. However, the Conservancy shall not indemnify RAP for the City's own negligence or willful misconduct.

- B. RAP shall indemnify, protect, defend and hold harmless the Conservancy, MRCA, and its officials, officers, employees, agents, contractors, attorneys, and volunteers (collectively, "Indemnified Parties") from and against any and all claims or losses, including Workers' Compensation claims, damages, costs, liens, judgments, penalties, permits, reasonable attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of City, its officials, officers, employees, agents, or contractors which related to RAP's obligations under this Agreement. However, RAP shall not indemnify the Conservancy for the Conservancy's own negligence or willful misconduct.
- C. In light of the provisions of Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Government Code), each of the Parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 shall assume the full liability imposed upon it or any of its elected or appointed officials, officers, agents, employees or designated volunteers by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of Government Code Section 895.2. to achieve the above-stated purpose, each Party indemnifies, defends and holds harmless each other Party for any liability, cost or expense that may be imposed upon such other Party solely by virtue of said Government Code Section 895.2. The provisions of Section 2778 of the Civil Code are made a part hereof as if incorporated herein.
- D. The provisions of this Section shall survive the termination of this Agreement.

SECTION 11: INSURANCE

- A. RAP shall procure and maintain as current, or include the Park under an existing policy for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring

on the Park during the Agreement Term, extension period, or holdover period, or arising out of the City's Uses in, upon, or about the Park. RAP will provide proof of such insurance to the Conservancy as soon as is practicable after the Effective Date.

- B. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. The Conservancy shall be named as an additional insured. RAP shall deliver a certificate for each insurance policy to the Conservancy with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by the Conservancy, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of the Conservancy that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named and additional insureds.

- C. Special Event Insurance Provision: RAP shall ensure that all permit recipients for special events and permit filming name the Conservancy and MRCA as additional insured for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring on the Park in relation to the special event or film permit. The procurement and maintenance of insurance as specified is a material part of the consideration to the Conservancy for the right to allow for special events and permit filming. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. Each policy of insurance shall be primary and noncontributory with any policies carried by the Conservancy, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of the Conservancy or MRCA that might otherwise result in forfeiture of insurance.

SECTION 12: ENVIRONMENTAL MATTERS

RAP shall comply with all Applicable Environmental Laws (as hereinafter defined) with respect to the Park and will not use, store, generate, treat, transport or release any Hazardous Substance (as hereinafter defined) thereon. As used herein, "Applicable Environmental Laws" shall mean and shall include the Comprehensive Environmental Response, Compensation, and Liability Act , 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Sections

25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise contaminated;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

As used herein, "Hazardous Substance" shall mean any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Park, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

SECTION 13: AUTHORITY

All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

SECTION 14: NOTICES

All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

If to Santa Monica Mountains Conservancy:

**Santa Monica Mountains Conservancy
570 West Avenue 26, Suite 100
Los Angeles, California 90065
Attention: Jeff Maloney, Chief Staff Counsel**

If to RAP:

**City of Los Angeles Department of Recreation and Parks
Figueroa Plaza
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012**

Attention: Executive Office

Or to any such other address as the parties may designate in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

SECTION 15: INCORPORATION OF DOCUMENTS

This Agreement and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit-A: Site Plan

Exhibit-B: Transfer of Jurisdiction document number 1074-01-01

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

FOR THE SANTA MONICA MOUNTAINS CONSERVANCY:

By _____ Dated: _____
Title _____

APPROVED AS FORM:

JEFFERY MALONEY
Chief Staff Counsel

By _____ Date _____

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

By _____ Dated: _____
President

By _____ Dated: _____
Secretary

APPROVED AS FORM:

MICHAEL N. FEUER,
City Attorney

By _____ Date _____
Michael Dundas
Deputy City Attorney

Exhibit A

SMMC
Attachment
September 24, 2018
Agenda Item 13



FRANKLIN/IVAR PARK

MIA LEHRER+ASSOCIATES
LANDSCAPE ARCHITECTS

10.30.2016

SCALE 1"=10'

"Exhibit B"

SMMC
Attachment
September 24, 2018
Agenda Item 13

STATE OF CALIFORNIA-THE NATURAL RESOURCES AGENCY

EDMUND G. BROWN, JR., Governor

SANTA MONICA MOUNTAINS CONSERVANCY

LOS ANGELES RIVER CENTER & GARDENS
570 WEST AVENUE TWENTY-SIX, SUITE 100
LOS ANGELES, CALIFORNIA 90066
PHONE (323) 221-8900
FAX (323) 221-9001
WWW.SMMC.CA.GOV



Caltrans License for Property Access

Name of Licensee: California Department of Transportation (Caltrans)

Address of Licensee: 100 South Main Street, Los Angeles, CA 90012

Name and Address of Installation: 'Franklin/Ivar Park', 6351 West Franklin Avenue, Los Angeles, CA 90028

Period Covered: October 5, 2016 to a mutually agreeable termination and date

Description of Property Affected: Certain Real Property, north of Franklin Avenue and east of Ivar Avenue, more specifically described in the Agreement for Transfer of Jurisdiction Map No F1379-2 and Exhibit C.

Exhibits Attached: Exhibit A, B, C, and Agreement for Transfer of Jurisdiction Map No F1379-2.

The California Department of Transportation (hereinafter "Caltrans") requires access to the Santa Monica Mountains Conservancy (hereinafter "SMMC") property at the address 6351 West Franklin Avenue, Los Angeles, California 90028, soon to be a public park (hereinafter "Franklin/Ivar Park") under the management of the Mountains Recreation and Conservation Authority (hereinafter MRCA) to access and maintain irrigation utilities, maintain and service right-of-way fence and any other Caltrans owned appurtenance.

Narrative of Exhibits provided:

Transfer of Jurisdiction (TOJ) Agreement Reference Map No F1379-2: TOJ Map shows the parcels of former Caltrans freeway easement purchased in 2008.

Exhibit A – Caltrans Planting Plan sheet PP-5 and Caltrans Irrigation Plan sheet IP-5: These two Caltrans plan sheets show the adjacent freeway easement planting and the irrigation equipment installed on SMMC property to support the plantings.

Exhibit B – Caltrans Easement Request Letter: The letter dated January 21, 2015 states Caltrans request for access to the SMMC property and their offer to construct a 6-foot-high chain link fence.

Caltrans License for Property Access
February 1, 2017

Page 2

Exhibit C – Franklin/Ivar Park Construction Plans, Sheet L-2.00 showing the proposed fencing for the Easement and access to the irrigation equipment installed on SMMC property.

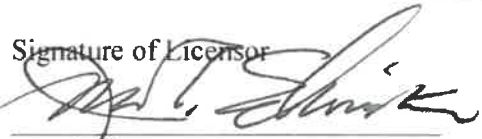
This License allows the Licensee to maintain and service the irrigation utilities, right-of way fence and any other State owned appurtenance located on the future Park site and allows the Licensee (and Licensee's contractors and authorized agents) access to certain portions of the Park, described in Exhibit C, to maintain the equipment.

The Licensee shall construct a 6-foot-high chain link fence (Caltrans standard no. A85) to provide access control to the freeway where the ground plane meets the freeway off-ramp; access control to the Caltrans easement property underneath the freeway off-ramp near Ivar Avenue; and access control underneath the freeway off-ramp near Franklin Avenue. This construction shall be scheduled with MRCA staff in order to not conflict with scheduled construction of the Park set to take place between November 2016 and July 2017. The Licensee will maintain the chain link fence and respond to any maintenance requests to said chain link fence within in a reasonable time frame.

This Licensee shall expire only upon mutual agreement of the licensor of the licensee in writing. At the termination of this License and any extensions thereof, Caltrans shall leave in the place of the 6-foot-high chain link fence (Caltrans standard no. A85). Caltrans reserves the right to demolish and remove the equipment if/when it is determined that it is obsolete, unnecessary or unsafe and at such time Caltrans shall leave in place the 6-foot-high chain link fence (Caltrans standard no. A85).

DATE of LICENSE_ 10/5/2016 _____

Signature of Licensor


Joseph T. Edmiston, FAICP, Hon. ASLA
Executive Director

Santa Monica Mountains Conservancy
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Date Accepted: 4-17-17

ORIGINAL

Caltrans License for Property Access
February 1, 2017

Page 3

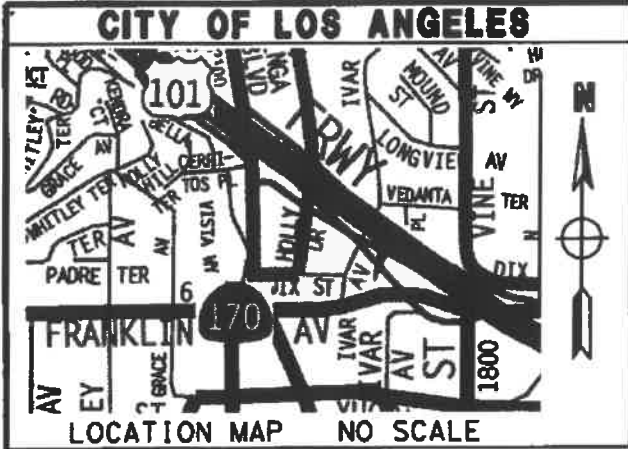
Signature(s) and Typed Name of Signatory

 _____ Deborah M. Wong

Title: Deputy District Director Title: _____

Telephone No. of Licensee: (213) 897-8150

- Attachments:
- A - Transfer of Jurisdiction (TOJ) Agreement Reference Map No. F1379-2
 - B - Exhibit A Caltrans Planting Plan sheet PP-5 and Caltrans Irrigation Plan sheet IP-5
 - C - Exhibit B Caltrans Easement Request Letter with map
 - D - Exhibit C Franklin/Ivar Park Construction Plans, Sheet L-2.00

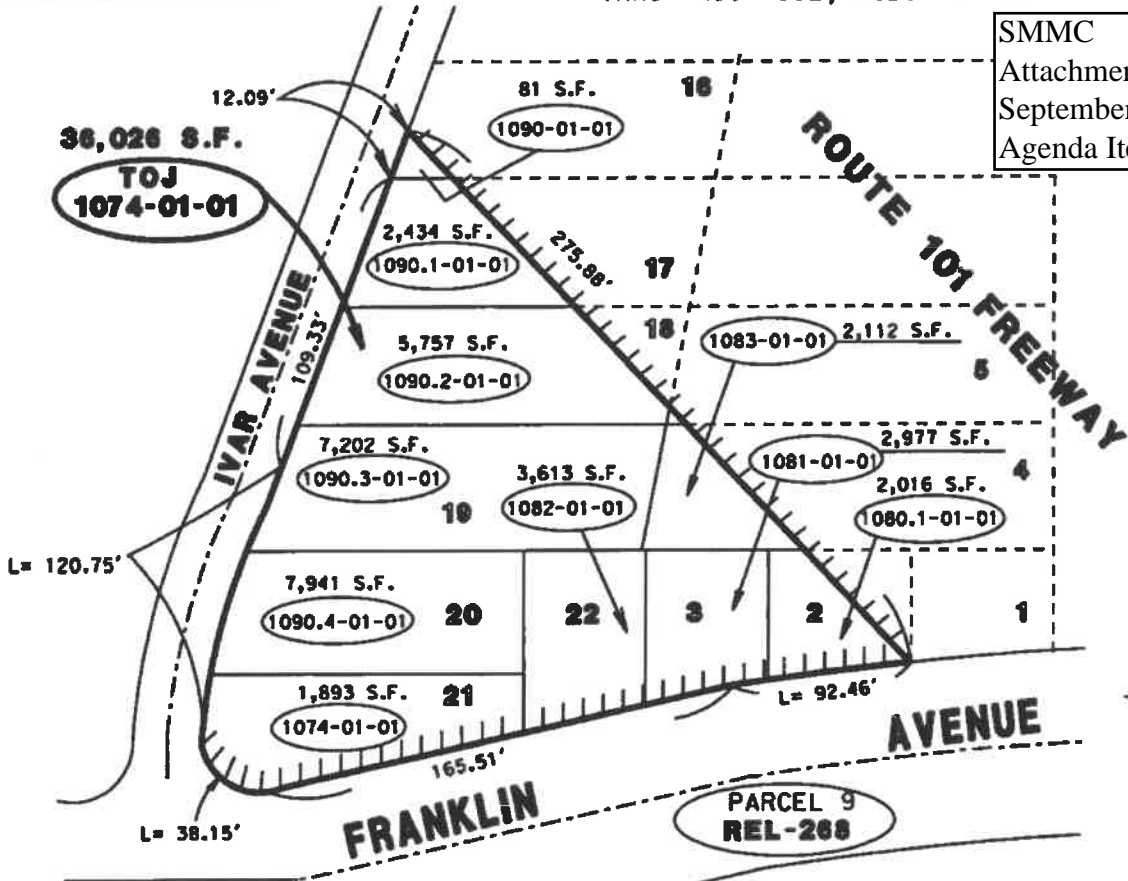


DIST	COUNTY	ROUTE	POST MILE
07	LA	101	7.2

PARCEL NO.	AREA S.F.
1074-01-01	1,893 S.F.
1080.1-01-01	2,016 S.F.
1081-01-01	2,977 S.F.
1082-01-01	3,613 S.F.
1083-01-01	2,112 S.F.
1090-01-01	81 S.F.
1090.1-01-01	2,434 S.F.
1090.2-01-01	5,757 S.F.
1090.3-01-01	7,202 S.F.
1090.4-01-01	7,941 S.F.

TOJ 1074-01-01 36,026 S.F.
 PORTION OF LOTS 2 TO 5 AND 16 TO 22
 TRACT NO. 1992, M.B. 21-96

SMMC
 Attachment
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STATE RETAINS ACCESS RIGHTS

CITY OF LOS ANGELES

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION-DISTRICT 07

PLAT ACCOMPANYING

AGREEMENT FOR TRANSFER OF JURISDICTION
 OF STATE OWNED LAND TOJ 1074-01-01

SCALE: NONE

DRWN: FC CHKD: JM

DATE: 05-21-2008

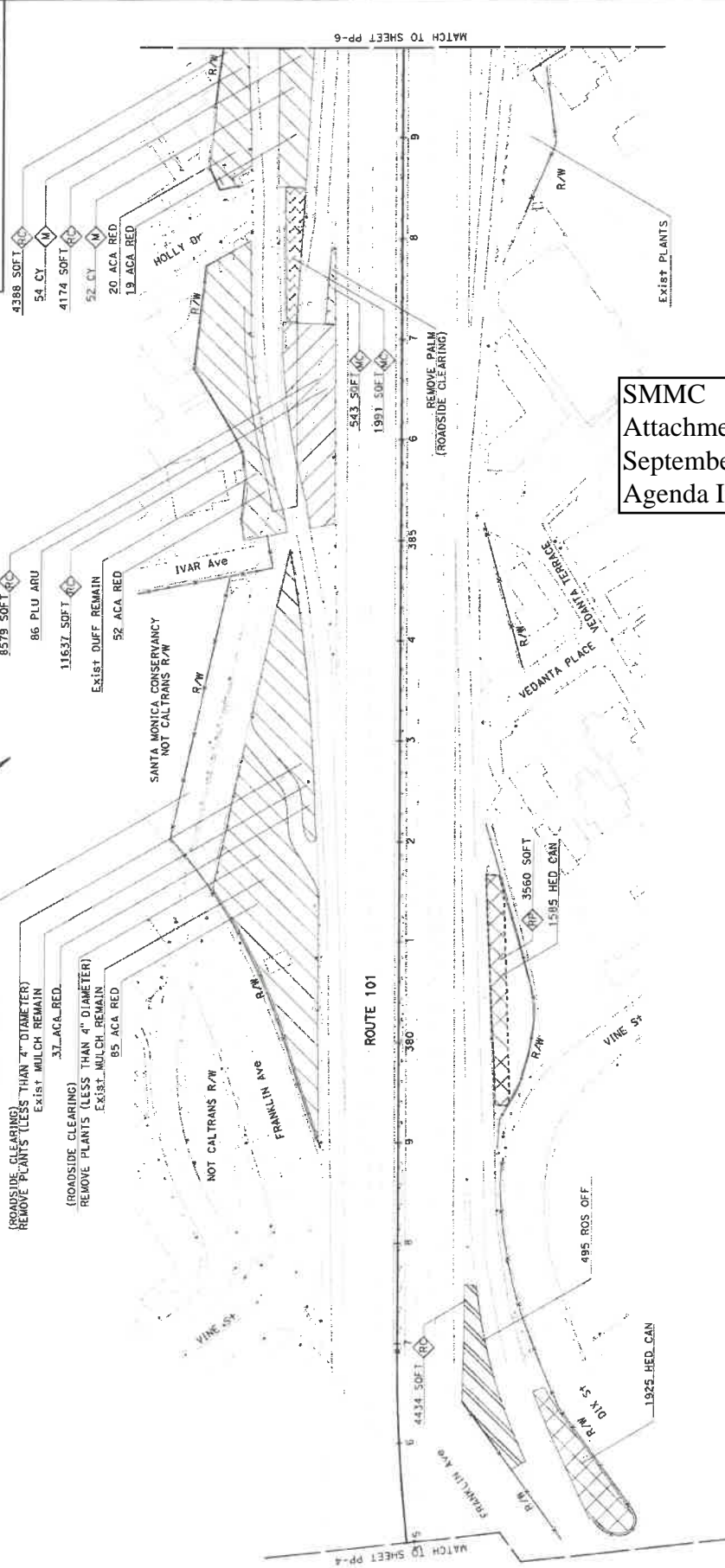
REF. MAP: F1379-2

Revocable License for Property Access - Exhibit A Caltrans Planting Plan sheet PP-5 and Irrigation Plan sheet IP-5

NOTE: FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE. EXISTING UTILITY FACILITIES HAVE NOT BEEN SHOWN ON THIS PLAN.

- EXIST. SOUVAINVILLE CANYON (NO MULCH) FOR NEW IRRIGATION
- EXIST. MULCH REMAIN
- (ROADSIDE CLEARING) REMOVE PLANTS (LESS THAN 4" DIAMETER)
- EXIST. MULCH REMAIN
- 37. ACA. RED
- (ROADSIDE CLEARING) REMOVE PLANTS (LESS THAN 4" DIAMETER)
- EXIST. MULCH REMAIN
- 85. ACA. RED

07 LA 101 6.3/8.3 8 53
 DIST COUNTY ROUTE POST MILES TOTAL PROJECT SHEET TOTAL SHEETS
 LICENSED LANDSCAPE ARCHITECT
 2-772 - APPROVAL DATE
 PLANS SHALL BE THE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA NOT SHOWN ON THESE PLANS.



SMMC
 Attachment
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PLANTING PLAN PP-5

SCALE 1"=50'

PROJECT NUMBER & PHASE 07000200171

UNIT 1851

THIS PLAN ACCURATE FOR LANDSCAPE WORK ONLY.

RELATIVE BORDER SCALE 1"=15" INCHES

USERNAME: p3110106 DEN FILE: 07000200171.DWG

BORDER LAST REVISED 7/1/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	SENIOR LANDSCAPE ARCHITECT	DESIGNED BY	JOSEPH MILLMAN	REVISED BY	
LANDSCAPE ARCHITECTURE	PATRY WATANABE	CHECKED BY	JENNIFER KURTH	DATE REVISED	

Revocable License for Property Access - Exhibit A Caltrans Planting Plan sheet PP-5 and Irrigation Plan sheet IP-5

NOTE: FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE. EXISTING UTILITY FACILITIES HAVE NOT BEEN SHOWN ON THIS PLAN.

REMOVE EXISTING IRRIGATION FACILITIES		
DESCRIPTION	UNIT	QUANTITY
RCV	EA	7
IRRIGATION HEAD	EA	72

WATER METER INFORMATION
AVERAGE 106 PSI
ADDRESS: 1946 IVAR AVE (LADWP)

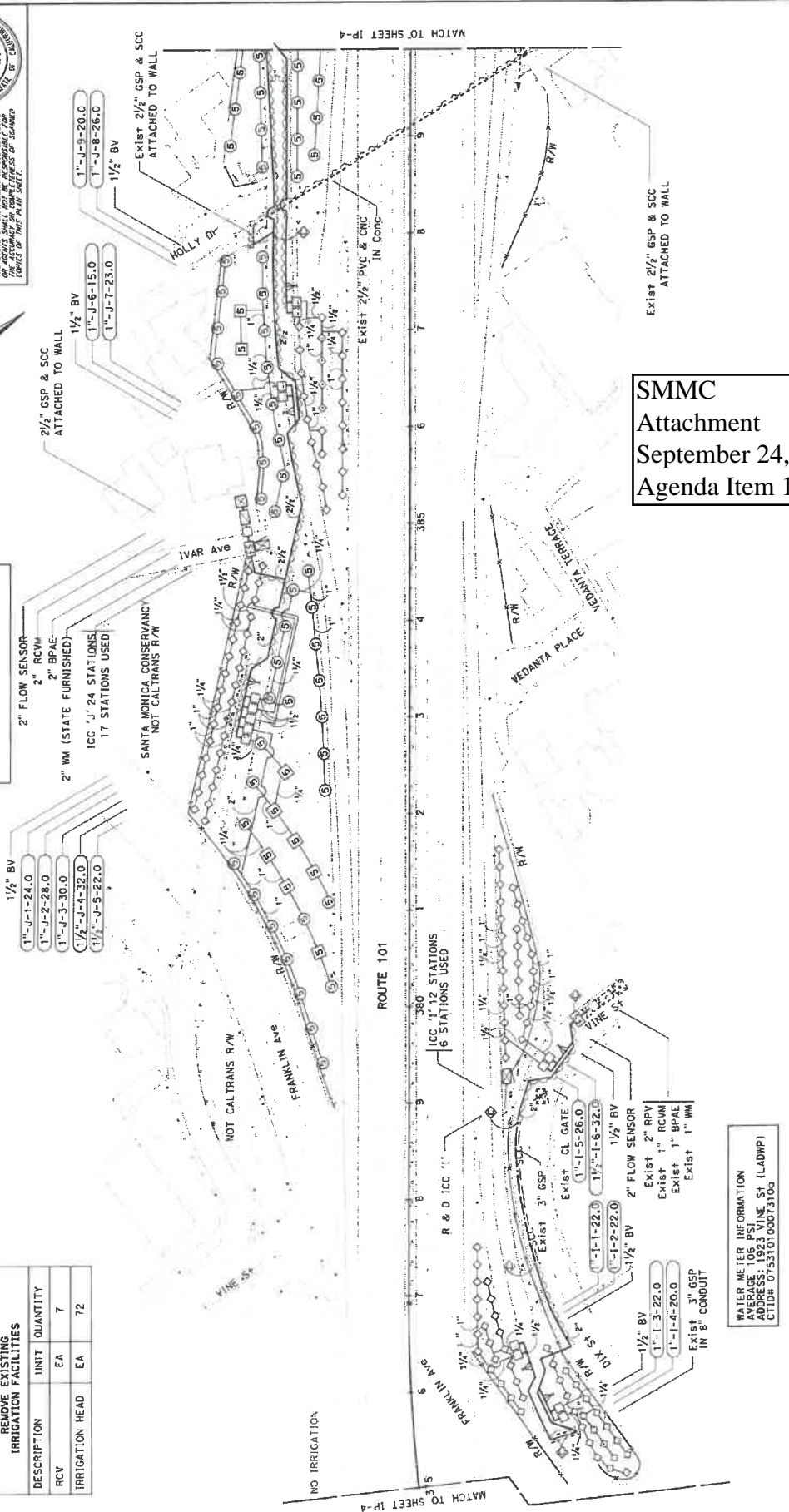
DATE: 07/11/11
TIME PLOTTED: 02-04-2011 02-11-11

PROJECT: 07 LA 101 6.3/8.3 17 53

DESIGNED BY: JOSEPH MILLMAN
CHECKED BY: JENNIFER KURTH
CALCULATED BY: PATTY WATNABE

SENIOR LANDSCAPE ARCHITECT
LANDSCAPE ARCHITECTURE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



SMMC
Attachment
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IRRIGATION PLAN IP-5
SCALE 1"=50'

THIS PLAN ACCURATE FOR IRRIGATION WORK ONLY.
RELATIVE HORIZONTAL SCALE
1" = 15' HORIZONTAL

Revocable License for Property Access - Exhibit B Caltrans Easement Request Letter

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor



*Flex your power!
Be energy efficient!*

DEPARTMENT OF TRANSPORTATION

DISTRICT 7
OFFICE OF MAINTENANCE ENGINEERING
100 S. MAIN STREET, MS-3
LOS ANGELES, CA 90012
PHONE (213) 620-4746
FAX (213) 897-3752
TTY 711
www.dot.ca.gov

SMMC
Attachment
September 24, 2018
Agenda Item 13

January 21, 2015

Ms. Liz Jennings
Project Manager
Mountains Recreation & Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Dear Ms. Jennings:

The letter is to request Mountains Recreation & Conservation Authority for an easement at north corner of the future Ivar/Franklin Ave. park site (refer to exhibit A). This property is designated as US Route 101 P.M. 7.06, southbound (Ivar/Franklin Ave. peninsula property) which was sold to the Mountains Recreation & Conservation Authority from Caltrans in 2010.

Due to existing utilities for freeway irrigation, we request existing equipment to remain and reserve the right to access the equipment in the future. We will also construct 6 foot high chain link fence (Caltrans standard no. A85) to provide access control to the freeway.

If you have any questions or comments, please feel free to contact me at the above address.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Siribohdi".

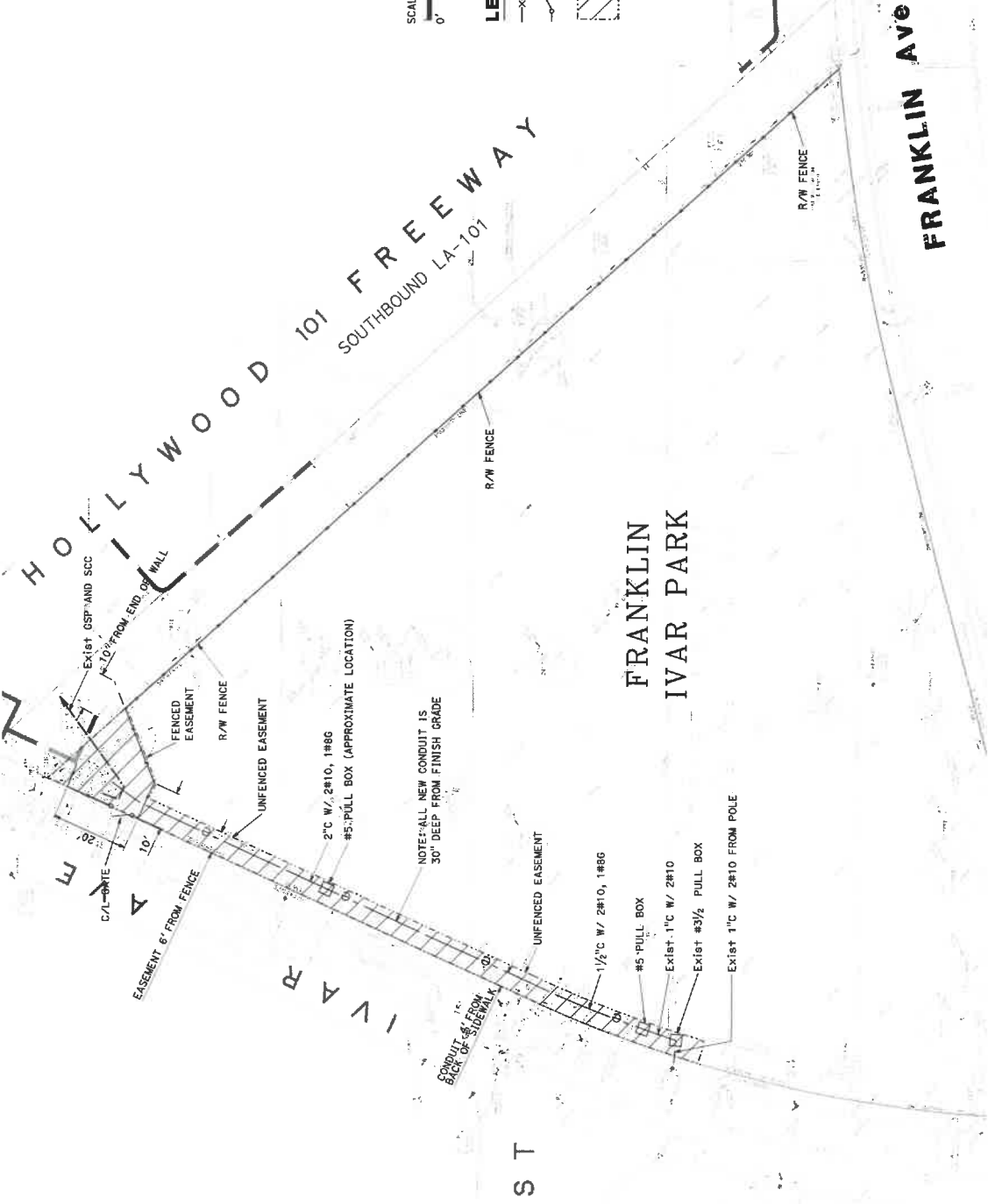
ED SIRIBOHDI
Senior Landscape Architect

Enclosure

Revocable License for Property Access - Exhibit B Caltrans Easement Letter Map

07	LA	101	7.27	1	1
COUNTY		ROUTE	POST MILES	SHEET TOTAL	
TOTAL PROJECT		NO. SHEETS			

A. Spalinski
 LICENSED LANDSCAPE ARCHITECT
 01-05-15
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 CORRECTIONS TO THIS PLAN SHEET.



SCALE
0' 10' 20' 30' 40' 50'

LEGEND
 --- CALTRANS R/W FENCE
 --- CALTRANS TYPE CL-6 GATE
 --- EASEMENT

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EXHIBIT A
 AS SHOWN
 MAP DATE: 01/05/15

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	ED SMOGHOLI	CHECKED BY	XXX	DATE REVISED
DESIGNED BY	TOBY MACELROY	REVISOR			



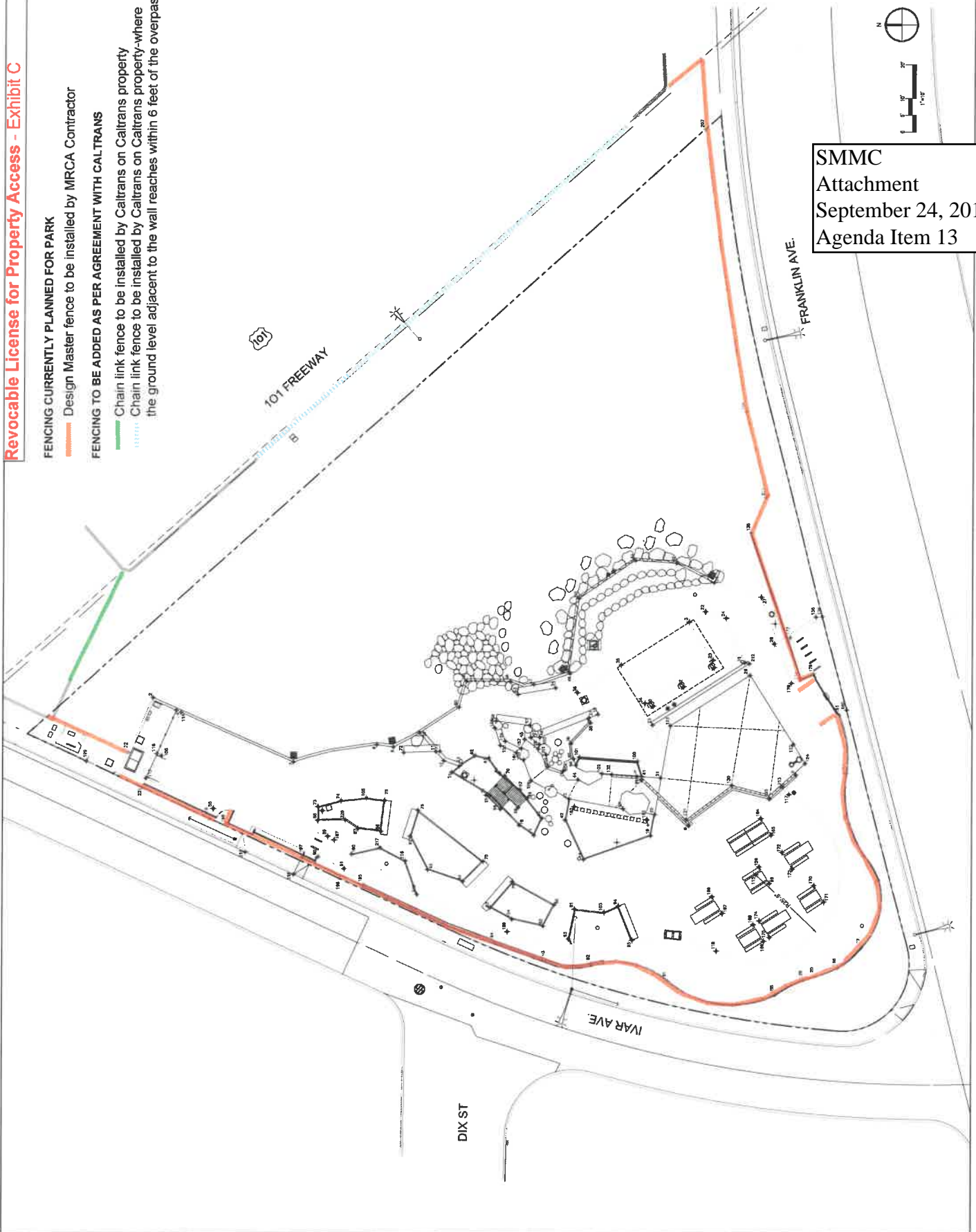
Revocable License for Property Access - Exhibit C

FENCING CURRENTLY PLANNED FOR PARK

— Design Master fence to be installed by MRCA Contractor

FENCING TO BE ADDED AS PER AGREEMENT WITH CALTRANS

- Chain link fence to be installed by Caltrans on Caltrans property
- - - - Chain link fence to be installed by Caltrans on Caltrans property-where the ground level adjacent to the wall reaches within 6 feet of the overpass



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