

APPROVED

AUG 17 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-150

DATE August 17, 2023

C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CANCELLATION OF THE LARCHMONT ACQUISITION AND DEVELOPMENT (PRJ21302) PROJECT – TERMINATION OF THE REVOCABLE PERMIT WITH THE DEPARTMENT OF TRANSPORTATION (LADOT) FOR THE USE OF A PORTION OF LADOT PROPERTY FOR A NEW MINI-PARK – DECOMMITMENT OF PARK FEES – STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE II, SECTION 2, CLASS J [PROJECTS WHICH ARE REJECTED OR DISAPPROVED] OF CITY CEQA GUIDELINES AND ARTICLE 18, SECTION 15270 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	_____	For	M. Rudnick	_____
B. Jones	_____		C. Santo Domingo	<u>DF</u>
B. Jackson	_____		N. Williams	_____



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Cancel the Larchmont Acquisition and Development (PRJ21302) Project (Project), as described in the Summary of this Report, and which was previously approved by the Board of Recreation and Park Commissioners (Board) under Board Report No. 19-217 (Attachment 1);
2. Approve the Termination of the Revocable Permit (Revocable Permit) attached hereto as Attachment 2 between the Los Angeles Department of Transportation (LADOT) and the Department of Recreation and Parks (RAP) for the use of a portion of City Parking Lot Number 694 for the Project;
3. Authorize (RAP) staff to send a notice of termination for the Revocable Permit to LADOT;
4. Decommit One Hundred Twenty-Six Thousand, Seven Hundred Nineteen Dollars (\$126,719.00) in unexpended Park Fees from the cancelled Project;
5. Determine that the Project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2, Class J [Projects which are rejected or disapproved] of City CEQA Guidelines and Article 18, Section 15270 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

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6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a (NOE); and
7. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

In 2018, the Office of Council District 4 (CD 4), with the support of businesses and residents of the Larchmont Village area, proposed the development of a new neighborhood mini-park on City Parking Lot Number 694, located at 209 North Larchmont Boulevard (Larchmont Lot). The following site improvements were proposed for the Project: new planting, 36" box trees, low wall/fence/signage/bollards, benches, new playground with shade and resilient structure, new concrete surface, security cameras, trash receptacles and irrigation.

The Board of Recreation and Parks Commissioners (Board) subsequently approved the acquisition and development of this new park on a portion of the Larchmont Lot, owned and operated by LADOT (Report No. 19-217). Through a Revocable Permit between the two Departments, LADOT agreed to grant RAP the long term use of the Larchmont Lot to develop and operate the site as a public park. The Revocable Permit stated that it can be revoked or terminated by either party for any reason by providing a notice in writing of the party's intent.

The proposed Project was to be funded by a donation from the Los Angeles Parks Foundation (LAPF) in the amount of Eighty-Five Thousand Dollars (\$85,000.00) as well as One Hundred Eighty-Eight Thousand Dollars (\$188,000.00) in Park Fees. The total funding available for the proposed Project was Two Hundred Seventy-Three Thousand Dollars (\$273,000.00).

Despite previously having overwhelming support for the proposed park, it seems that the community of Larchmont Village has expressed continued opposition to the development of a new park in this space. Due to this opposition, RAP staff recommends that the Project be cancelled so the funding committed to this project can potentially be used for improvements at other nearby parks. RAP has contacted the Office of Council District 13 (CD13) to update CD 13 on the status of the project and CD 13 did not have any objection with RAP formally ceasing work on this Project. It should be noted that at the time this Project was originally approved by RAP it was located in CD 4 but in 2021 it was redistricted into CD 13.

RAP has already expended Fifty-Eight Thousand, Six Hundred Eighty-One Dollars (\$58,681.00) on design work related to the Project. There have not yet been any site improvements made to the Larchmont Lot.

Upon approval of this Report, RAP will send a notice of termination to LADOT for the revocable permit.

BOARD REPORT

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Upon approval of this Report, a total of One Hundred Twenty-Six Thousand, Seven Hundred Nineteen Dollars (\$126,719.00) in Park Fees can be decommitted from the Project and made available for future projects.

ENVIRONMENTAL IMPACT

The proposed Project consists of the cancellation of a project previously approved. This action is statutorily exempt from the provisions of the (CEQA) pursuant to Article II, Section 2, Class J of City of Los Angeles CEQA Guidelines and to Article 18, Section 15270 of California CEQA Guidelines. Staff will file a NOE upon Board's approval of this Report.

FISCAL IMPACT

The approval of this Report will have no fiscal impact on RAP's General Funds.

This Report was prepared by Robert Eastland, Management Assistant, Planning, Maintenance and Construction Branch.

ATTACHMENTS

1. Attachment 1 – Report No. 19-217
2. Attachment 2 – Larchmont Mini-Park Revocable Permit

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-217

DATE October 23, 2019

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LARCHMONT ACQUISITION AND DEVELOPMENT (PRJ21302) PROJECT- REVOCABLE PERMIT WITH THE LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT) FOR THE USE OF A PORTION OF LADOT PROPERTY TO DEVELOP A NEW MINI-PARK; COMMITMENT OF PARK FEES; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 3(4) [INSTALLATION OF NEW EQUIPMENT FOR SAFETY REASONS], CLASS 4(3) [NEW PLANTING AND LANDSCAPING] AND CLASS 11(3) [INSTALLATION OF NEW ACCESSORY STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15303, 15304(b) AND 15311 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____
H. Fujita _____
V. Israel _____
for S. Piña-Cortez _____
* C. Santo Domingo DF _____
N. Williams _____

Nael Denise Williams For

General Manager

Approved X _____ Disapproved _____ Withdrawn _____
With Corrections

RECOMMENDATIONS

1. Approve the Revocable Permit (Revocable Permit) between the Los Angeles Department of Transportation (LADOT) and the Department of Recreation and Parks (RAP) for the use of a portion of City Parking Lot Number 694, specifically legal Lot 36 and Lot 37 of Block 2 of Tract Number 3501 of Los Angeles County Assessor's Parcel Number (APN) 5515-018-900 (Larchmont Lot), located at 209 North Larchmont Boulevard, Los Angeles, California 90004, for the proposed Larchmont Acquisition and Development Project (Project);
2. Approve the proposed Larchmont Acquisition and Development (PRJ21302) Project, as designed by RAP and approved by LADOT and as further detailed in this Report and its Attachments;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Revocable Permit to the Mayor's Office in accordance with Executive Directive No. 3;
4. Authorize RAP's General Manager ~~the Board President and Secretary~~ to execute the Revocable Permit, upon receipt of all necessary approvals;

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5. Authorize RAP staff to commit from the following funds and work order numbers, a maximum of One Hundred Eighty-eight Thousand Dollars (\$188,000.00) in Park Fees, for the Larchmont Acquisition and Development (PRJ21302) Project;

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>	<u>WORK ORDER NO.</u>
Park Fees	302/89/89716H	QT067577
		QT074282
		QT073377
		QT073902
		QT072781
		QT073723
Park Fees	302/89/89718H	QZ144074

6. Determine that the proposed Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 3(4) [Installation of New Equipment for Safety Reasons], Class 4(3) [New Planting and Landscaping] and Class 11(3) [Installation of New Accessory Structures] of City CEQA Guidelines as well as to Article 19, Sections 15303, 15304(b) and 15311 of California CEQA Guidelines;
7. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a Notice of Exemption (NOE); and
8. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Office of Council District 4 (CD 4), with the support of businesses and residents of the Larchmont Village area, proposed the development of a new neighborhood mini-park, the proposed Project, on the Larchmont Lot, located at 209 North Larchmont Boulevard, Los Angeles, California 90004.

The City-owned Parking Lot Number 694 is controlled and operated by LADOT and consists of two legal lots, Lot 36 and Lot 37 of Block 2 of Tract Number 3501. Parking Lot Number 694 is within Larchmont Village, an area of the City where retail stores and restaurants operate along Larchmont Boulevard and serve the residents who live around the Larchmont Village area and patrons from within and outside the city of Los Angeles. To the east, west and south of Larchmont Boulevard are residential homes.

On April 10, 2018, Councilmember Ryu introduced a Motion recommending that the City Council authorize the transfer of jurisdiction and control of the Larchmont Lot to RAP (Council File No. 18-0295). Because the Larchmont Lot is a portion of an existing revenue generating parking lot, CD 4, LADOT and RAP, in subsequent discussions, concurred that LADOT would allow RAP the long

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term use of the Larchmont Lot to develop and operate the site as a public park through a Revocable Permit between LADOT and RAP. The Revocable Permit will allow LADOT to maintain control of the property should it ever be necessary to return the use to a parking lot.

A Phase I Environmental Site Assessment was conducted at the proposed Project site, with a determination that further evaluation of the site was recommended, based on review of the historical use of the site. In further evaluating the site, a Limited Phase II Environmental Site Assessment was conducted and no further action was recommended.

RAP staff submitted several proposals to LADOT for review and approval on the most suitable use of space to develop the mini-park. Of the configuration options, LADOT approved the plan and design (Exhibit A) that allows RAP to use part of the southern portion of legal Lot 36 for the development of the proposed Project. The following site improvements are proposed for the Project: new planting, 36" box trees, low wall/fence/signage/bollards, benches, new playground with shade and resilient structure, new concrete surface, security cameras, trash receptacles and irrigation. As the proposed Project will make it necessary for the restriping of the parking lot, as a condition of approval by LADOT for RAP's use of the site, RAP has agreed to fund the restriping of the parking lot (Exhibit C) as part of the proposed Project. RAP staff estimates that the total development cost for the proposed Project will be approximately \$263,500.00 (Exhibit D).

The Revocable Permit allows RAP to develop the proposed Project and use the site for public park and recreational use for ten (10) years plus an additional two (2) five (5) year automatic renewal periods, by mutual agreement of the parties, for a total twenty (20) year period. LADOT does reserve the right to revoke the permit at any time, upon 30 days' notice to RAP. Upon expiration or revocation of the permit, RAP is required, at its own expense, to return the Larchmont Lot to its original state, including restoration of the parking lot.

During the term of the Revocable Permit, LADOT will not require that RAP pay LADOT a fee for the use of the Project site or for electricity costs. However, RAP will be responsible for maintenance, renovations and repairs of actual mini-park.

When completed, the proposed Project will bring a new mini-park to the Hancock Park community and will allow residents and patrons of the retail stores and restaurants along Larchmont Boulevard to have a space for recreational use. CD 4, businesses and residents around the Project site and RAP support the proposed Project. RAP staff recommends that the Board approves the proposed Project and the Revocable Permit with LADOT for the use of the Project site for public park and recreational use.

PROJECT FUNDING

Upon approval of this report, a total of One Hundred Eighty-Eight Thousand Dollars (\$188,000.00) in Park Fees can be committed to the proposed Larchmont Acquisition and Development (PRJ21302) Project.

These Park Fees were collected within two (2) miles of the Larchmont Acquisition and Development (PRJ21302) Project, which is the standard distance for the allocation of Park Fees

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for neighborhood recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

The Los Angeles Parks Foundation (LAPF) received donations from the community totaling \$85,000.00 for the construction of the Project. LAPF will use the \$85,000.00 to cover a portion of the total Project construction cost.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Work Order #	Amount	Percentage
Park Fees	302/89/89716H	QT067577 QT074282 QT073377 QT073902 QT072781 QT073723	\$179,535.57	66%
Park Fees	302/89/89718H	QZ144074	\$8,464.43	3%
Construction Cost Funding	Los Angeles Parks Foundation (LAPF)	NA	\$85,000.00	31%
Total			\$273,000.00	100%

TREES AND SHADE

Three 36" box trees and a new playground with shade and resilient structure is proposed as part of the Project.

ENVIRONMENTAL IMPACT

Environmental due diligence in the form of a Phase I Environmental Site Assessment (ESA) was performed for the property on May 2018, in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessments (Standard Designation E 1527-05) approved in November 2005 and the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) - Final Rule adopted November 1, 2006. The Phase I ESA identified one Recognized Environmental Condition as the Site was utilized as an automotive repair facility and "gas and oils" listing from the early 1920s through the early 1970s. As recommended by the Phase I ESA, a limited Phase II ESA subsurface assessment was performed in July 2018, to evaluate if the historical use of the property has significantly impacted the subsurface. According to the results of this Limited Phase II investigation, no further action is recommended.

The Phase I ESA Report dated May 2018 and the Limited Phase ESA Report dated July 2018 are on file with RAP's Real Estate Division.

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The proposed Project consists of the installation of security cameras, planting of new trees and placement of accessory equipment. As such, RAP staff recommends that the Board determines that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4), Class 4(3) and Class 11(3), of City CEQA Guidelines as well as to Article 19, Sections 15303, 15304(b) and 15311 of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

The proposed Project will be developed with LAPF and Park Fees. It is estimated that the maintenance costs for landscaping will be approximately \$65,000.00 annually. Future maintenance cost demands for the mini-park will be requested through RAP's standard budget process.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting the following:

Goal 1: Provide Safe and Accessible Parks

Outcome No. 1: Every Angeleno has walkable access to a park in their neighborhood

Key Metric: Percentage of Angelenos with park access within ½ mile from their home

Target: 60% by 2022

Result: The Larchmont Acquisition and Development Project when completed will serve both the residents who live within a walking distance from the mini-park and patrons that visit the retail stores and restaurants at Larchmont Village.

This Report was prepared by Ian Kim, Management Analyst, Planning, Maintenance and Construction.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Schematic Plan
- 2) Exhibit B – Parking Stall Restriping and Widening Access Design
- 3) Exhibit C – Aerial and Ground Views
- 4) Exhibit D – Preliminary Cost Estimate
- 5) Revocable Permit

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

Exhibit A

Note: Exist parking lot to be restriped.

ALLEY

68'-5"
(to the north edge of the parking area)
LARCHMONT BLVD

LOW WALL WITH DECROTATIVE METAL FENCE

PROPOSED TREE
(Ceratonia siliqua / locust bean)

BENCHES

PROPOSED SHRUB
(Uncinia uncinata / hook sedge)

PROPOSED ACCENT TREES

14'-8"

16'

ENTRANCE

PROPOSED GATE

PROPOSED TREE
(Ceratonia siliqua / locust bean)

PEDESTRIAN GATE

LOADING ZONE

BENCHES STEEL FENCE WALL

RESILIENT PAVING PLAY EQUIPMENT BENCHES TRASH CAN

Existing lights to remain

Access Route

Existing lights to remain



COUNCIL DISTRICT 4

1

PROPOSED LARCHMONT PLAYGROUND

SCALE: 1" = 5'



THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
GENERAL MANAGER: MICHAEL A. SHILL
ASSISTANT GEN. MANAGER: RAMON BARAJAS
PROJECT LANDSCAPE ARCHITECT: COMS/BAMES
PROJECT ENGINEER: _____
AS-BUILT DRAWN BY: _____
DATE: _____



PROJECT NAME:
PROPOSED LARCHMONT PLAYGROUND
ADDRESS: _____

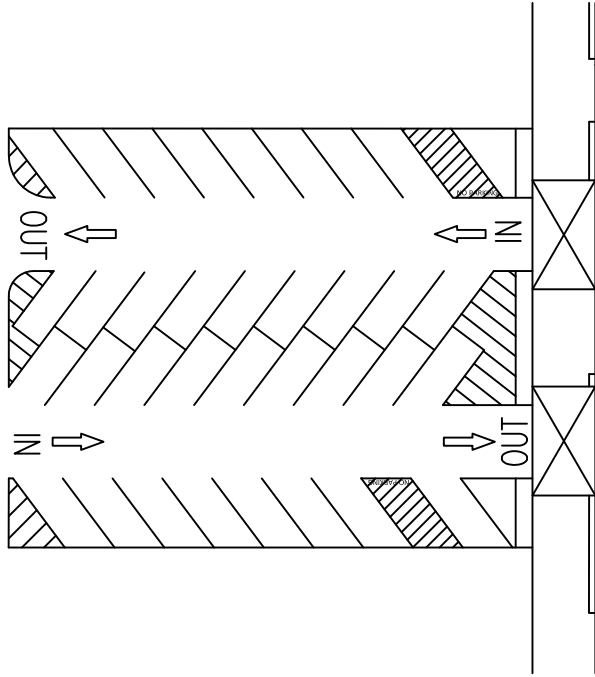
REVISIONS:	DATE:

PLAN NAME:
SCHEMATIC PLAN

DRAWN BY: Zhiya Huang
APPROVED BY: _____
SCALE: _____
ISSUE DATE: _____
PRJ # _____
FILE NO. _____
DRAWING NO. _____
SHEET _____ OF _____ SHEETS

Exhibit B

Alley

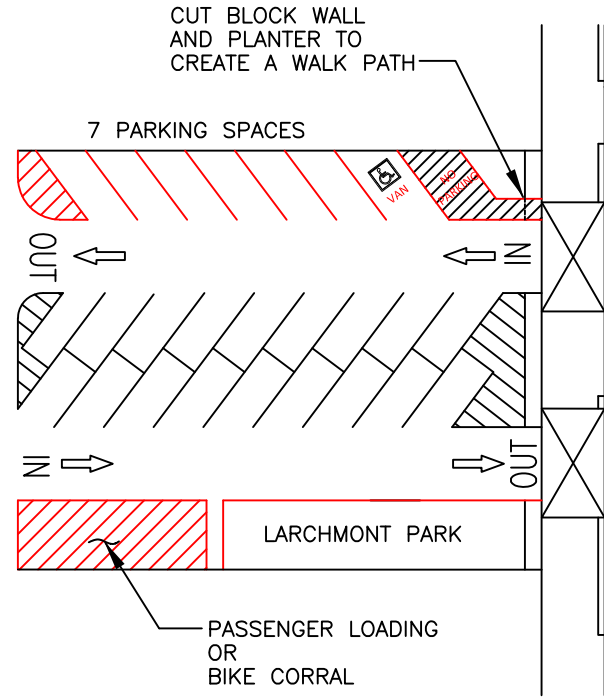


Larchmont Blvd

EXISTING CONDITIONS

Exhibit B

Alley



Larchmont Blvd

PROPOSED LARCHMONT PLAYGROUND

LOT 694
209 N LARCHMONT
LOS ANGELES CA. 90004



Aerial View

209 North Larchmont Boulevard
Los Angeles, California 90004
(Legal Lot 36 of Block 2 of Tract Number 3501 of Parking Lot 694)

Exhibit C



Ground View

209 North Larchmont Boulevard
Los Angeles, California 90004
(Legal Lot 36 of Block 2 of Tract Number 3501 of Parking Lot 694)



Exhibit D

Date: 5/7/2019



**Larchmont Playground Park
Preliminary Cost Estimate**

Description	Quantity	Unit	Costs/Unit	Total	Comments
Site Prep					
Demolition/clearing and grubbing	1	ea	\$ 25,000.00	\$ 25,000	
Site Improvements					
New Planting	Allow			\$ 5,000	
36" box Trees	3	ea	\$ 1,500.00	\$ 4,500	
Low wall/Fence/Signage/Bollards	100	lf	\$ 150.00	\$ 15,000	
Benches	4	ea	\$ 2,500.00	\$ 10,000	
New Playground with shade and resilient	1	sf	\$ 80,000.00	\$ 80,000	
New Concrete Surface Refurb	700	sf	\$ 15.00	\$ 10,500	
Security camera	2	ea	\$ 6,000.00	\$ 12,000	
Trash receptacle	3	ea	\$ 1,500.00	\$ 4,500	
Irrigation	Allow		\$ 10,000.00	\$ 10,000	
Subtotal				\$ 176,500	
Site Subtotal				\$ 176,500	
General Contractor Overhead & Profit					
Permits				\$ 5,000	
Construction Contingency	11%			\$ 20,000	
Associated Soft Costs					
Design, PM, CM	20%			\$ 38,000	
Project Contingency	10%			\$ 24,000	
TOTAL PROJECT COSTS:				\$ 263,500	

**REVOCABLE PERMIT
CITY OF LOS ANGELES**

**Municipal Parking Lot 694
209 N. Larchmont Boulevard, Los Angeles, California 90004**

This **REVOCABLE PERMIT** is made by the City of Los Angeles, Department of Transportation, hereinafter referred to as "Permitter," and the Department of Recreation and Parks, hereinafter referred to as "Permittee." Collectively referred to as "Parties."

WITNESSETH:

That, for and in consideration hereinafter set forth by the Permittee, and performance of the terms and conditions set forth herein, Permitter hereby grants Permittee permission to use the area of the Municipal Parking Lot 694, located at 209 North Larchmont Boulevard, City of Los Angeles, County of Los Angeles, California 90004, as shown Exhibit A, henceforth, the "Premises", is granted upon the following terms and conditions:

1. PURPOSE

That the Premises is to be used by Permittee as a community park and for no other purpose without the written consent of Permitter being first had and obtained.

2. FEE

Administrative fee is waived per CF 18-0295.

3. EFFECTIVE DATE

The Effective Date of this Revocable Permit shall be the date this Revocable Permit is executed by the Parties, subject to the approval of the City Attorney, as to form and legality. Possession or other use of the Premises shall occur on the Effective date of this Revocable Permit.

4. TERM

This Revocable Permit shall be ten (10) years beginning from the effective date of this Revocable Permit. By mutual agreement, this Revocable Permit may be automatically renewed under the same terms and conditions for two (2) additional five-year extensions. As a consideration for granting a license to Permittee to operate the community park, Permittee shall be responsible and pay for modifying and re-striping of the entire parking lot according to the striping plan as presented in Exhibit B.

5. SECURITY DEPOSIT

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

6. PENALTY

Penalty is waived as Permittee is part of the City of Los Angeles.

7. OPERATIONS TO BE LAWFUL

Permittee shall operate a community park in full conformity with all laws, ordinances and requirements of all governmental authorities.

8. MAINTENANCE

Permittee shall be responsible and pay for all repairs and maintenance costs of the Premises. Permittee shall maintain the Premises in a safe and sanitary condition during the term of the Revocable Permit. Should Permittee fail to properly maintain the Premises in a safe and sanitary condition, Permitter shall reserve the right to cure the unsafe and unsanitary condition after giving a 30-day written notice to the Permittee. In this instance, Permitter will invoice Permittee for the costs of such services.

9. UTILITIES

Permittee shall not be responsible for the existing electricity bills. Notwithstanding, Permittee shall be responsible for reporting any electrical issues relating to the Premises to the Department of Water and Power. Permittee shall be responsible and pay for water bills if needed in the future.

10. INSPECTION

Permittee has inspected the Premises, and knows the condition thereof, and hereby accepts the present condition of the Premises.

11. REPAIR

Any renovations, repairs, and maintenances of the Premises shall be performed and paid for by Permittee, including electrical and water services of the Premises.

12. INDEMNIFICATION

Except for the active negligence or willful misconduct of Permitter, or any of its boards, officers, agents, employees, assigns and successors in interest, Permittee shall defend, indemnify and hold harmless Permitter and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 by Permitter, 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 Permittee's 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 an act, error, or omission by Permittee, sub-permittees, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Permitter provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive after expiration or termination of this Permit.

13. ASSIGNMENT OR SUBLEASE

The Revocable Permit interest herein shall not be assigned or sublet without the written consent of the Permitter and any such assignments or subleases shall be void.

14. PERMITS

Permittee shall obtain at its own expense any permits or approvals, which may be legally required by Permitter or other governmental agencies for the use of the Premises.

15. TAXES

Permittee shall be responsible for and pay for all taxes upon property and improvements belonging to the Permittee, located on the Premises, and other charges incurred by Permittee in connection with the use of said Premises.

16. POSSESSORY INTEREST

By executing this Revocable Permit and accepting the benefits thereof, a property interest may be created known as possessory interest and such property interest will be subject to property taxation. Permittee, as the Party in whom the possessory interest is vested, may be subject to the payment of the property taxes, or possessory interest taxes, as applicable.

17. LICENSE ONLY

This Revocable Permit is a license only and is personal to Permittee and shall not be construed as conveying any interest whatsoever in or to real property.

18. REVOCATION OR TERMINATION

This Revocable Permit may be revoked or terminated by either Permitter or Permittee for any reason by either party providing a written notice of at least thirty (30) days prior to the date set forth in said notice for such termination subject to Paragraph 19, Default below.

19. REMOVAL OF EQUIPMENT

Upon expiration or termination of this Revocable Permit, Permittee shall remove all structures and equipment placed on the Premises. Permittee shall restore the Premises as a public parking lot that meets all applicable requirements, including ADA compliance. Such removal and restoration shall be solely at Permittee's expense and shall be completed within ten (10) days after the effective date of expiration or termination.

20. RELOCATION

Permittee acknowledges that it is occupying property of a public agency on a temporary basis. Permittee also acknowledges that upon termination of this Revocable Permit, whether by expiration or otherwise, Permittee shall not be entitled to receive any relocation assistance or benefits which may be provided under any law, including, but not limited to, the Uniform Relocation Acts of the United States or of the State of California.

21. DEFAULT

As the Department of Recreation and Park is part of the City of Los Angeles, this Section shall not apply.

22. BANKRUPTCY

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

23. INSURANCE

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

24. NOTICES

Notices which are required to be given hereunder shall be addressed and delivered as follows:

City of Los Angeles
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
Attention: Linda Evans

Notices to Permittee shall be given as follows:

City of Los Angeles
Department of Recreation and Parks
221 N. Figueroa, 10th Floor
Los Angeles, CA 90012
Attention: Cid Magareag

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as follows.

PERMITTEE
Department of Recreation and Parks

By: _____ Date: _____
Michael Schull
General Manager

PERMITTOR
City of Los Angeles
Department of Transportation

By: _____ Date: _____
Seleta J. Reynolds
General Manager

Approved as to Form and Legality:
Michael N. Feuer, City Attorney

By: _____ Date: _____
Michael Nagle
Deputy City Attorney

Larchmont Park Revocable Draft 6-18-19

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

Exhibit A

Note: Exist parking lot to be restriped.

ALLEY



COUNCIL DISTRICT 4

1

PROPOSED LARCHMONT PLAYGROUND

SCALE: 1" = 5'



THE CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS
 GENERAL MANAGER: MICHAEL A. SHILL
 ASSISTANT GEN. MANAGER: RAMON BARAJAS
 PROJECT LANDSCAPE ARCHITECT: COMS/BAMES
 PROJECT ENGINEER: _____
 AS-BUILT DRAWN BY: _____
 DATE: _____



PROJECT NAME: PROPOSED LARCHMONT PLAYGROUND
 ADDRESS: _____
 REVISIONS: _____ DATE: _____

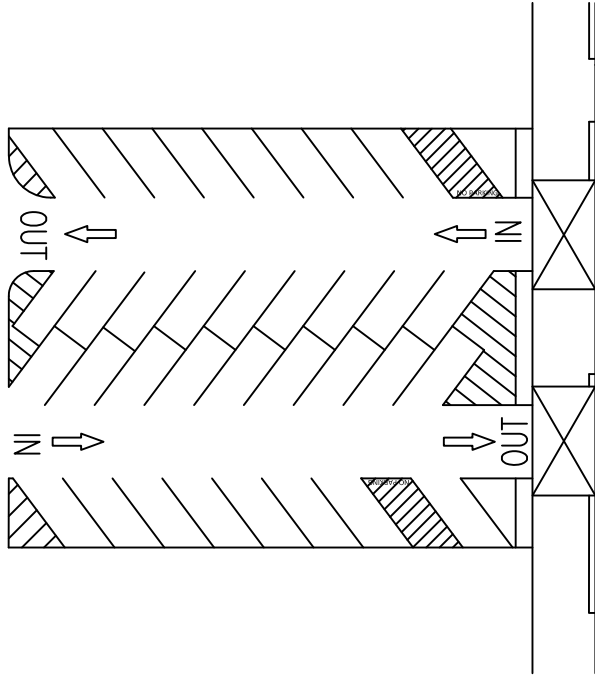
REVISIONS	DATE

PLAN NAME:
 SCHEMATIC PLAN

DRAWN BY: Zhiya Huang
 APPROVED BY: _____
 SCALE: _____ ISSUE DATE: _____
 PRJ # _____ FILE NO. _____
 DRAWING NO. _____
 SHEET _____ OF _____ SHEETS

Exhibit B

Alley

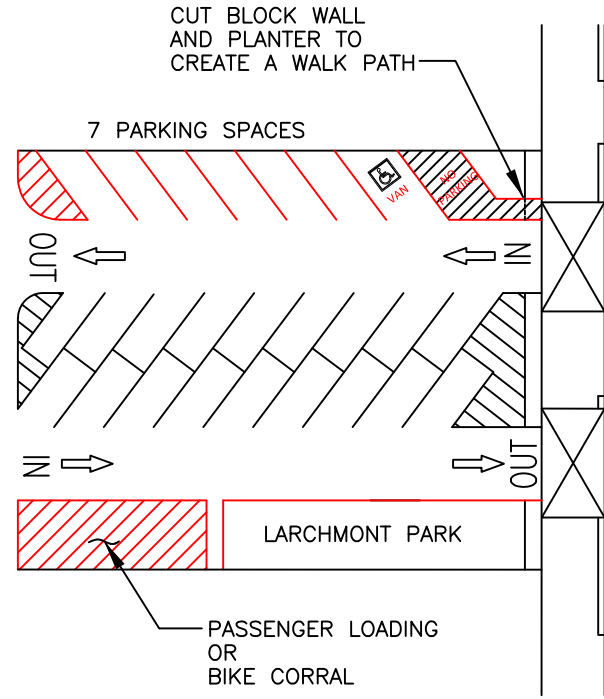


Larchmont Blvd

EXISTING CONDITIONS

Exhibit B

Alley



Larchmont Blvd

PROPOSED LARCHMONT PLAYGROUND

LOT 694
 209 N LARCHMONT
 LOS ANGELES CA. 90004



**REVOCABLE PERMIT
CITY OF LOS ANGELES**

**Municipal Parking Lot 694
209 N. Larchmont Boulevard, Los Angeles, California 90004**

This **REVOCABLE PERMIT** is made by the City of Los Angeles, Department of Transportation, hereinafter referred to as "Permittor," and the Department of Recreation and Parks, hereinafter referred to as "Permittee." Collectively referred to as "Parties."

WITNESSETH:

That, for and in consideration hereinafter set forth by the Permittee, and performance of the terms and conditions set forth herein, Permittor hereby grants Permittee permission to use the area of the Municipal Parking Lot 694, located at 209 North Larchmont Boulevard, City of Los Angeles, County of Los Angeles, California 90004, as shown Exhibit A, henceforth, the "Premises", is granted upon the following terms and conditions:

1. PURPOSE

That the Premises is to be used by Permittee as a community park and for no other purpose without the written consent of Permittor being first had and obtained.

2. FEE

Administrative fee is waived per CF 18-0295.

3. EFFECTIVE DATE

The Effective Date of this Revocable Permit shall be the date this Revocable Permit is executed by the Parties, subject to the approval of the City Attorney, as to form and legality. Possession or other use of the Premises shall occur on the Effective date of this Revocable Permit.

4. TERM

This Revocable Permit shall be ten (10) years beginning from the effective date of this Revocable Permit. By mutual agreement, this Revocable Permit may be automatically renewed under the same terms and conditions for two (2) additional five-year extensions. As a consideration for granting a license to Permittee to operate the community park, Permittee shall be responsible and pay for modifying and re-striping of the entire parking lot according to the striping plan as presented in Exhibit B.

5. SECURITY DEPOSIT

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

6. PENALTY

Penalty is waived as Permittee is part of the City of Los Angeles.

7. OPERATIONS TO BE LAWFUL

Permittee shall operate a community park in full conformity with all laws, ordinances and requirements of all governmental authorities.

8. MAINTENANCE

Permittee shall be responsible and pay for all repairs and maintenance costs of the Premises. Permittee shall maintain the Premises in a safe and sanitary condition during the term of the Revocable Permit. Should Permittee fail to properly maintain the Premises in a safe and sanitary condition, Permittor shall reserve the right to cure the unsafe and unsanitary condition after giving a 30-day written notice to the Permittee. In this instance, Permittor will invoice Permittee for the costs of such services.

9. UTILITIES

Permittee shall not be responsible for the existing electricity bills. Notwithstanding, Permittee shall be responsible for reporting any electrical issues relating to the Premises to the Department of Water and Power. Permittee shall be responsible and pay for water bills if needed in the future.

10. INSPECTION

Permittee has inspected the Premises, and knows the condition thereof, and hereby accepts the present condition of the Premises.

11. REPAIR

Any renovations, repairs, and maintenances of the Premises shall be performed and paid for by Permittee, including electrical and water services of the Premises.

12. INDEMNIFICATION

Except for the active negligence or willful misconduct of Permittor, or any of its boards, officers, agents, employees, assigns and successors in interest, Permittee shall defend, indemnify and hold harmless Permittor and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 by Permittor, 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 Permittee's 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 an act, error, or omission by Permittee, sub-permittees, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Permitter provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive after expiration or termination of this Permit.

13. ASSIGNMENT OR SUBLEASE

The Revocable Permit interest herein shall not be assigned or sublet without the written consent of the Permitter and any such assignments or subleases shall be void.

14. PERMITS

Permittee shall obtain at its own expense any permits or approvals, which may be legally required by Permitter or other governmental agencies for the use of the Premises.

15. TAXES

Permittee shall be responsible for and pay for all taxes upon property and improvements belonging to the Permittee, located on the Premises, and other charges incurred by Permittee in connection with the use of said Premises.

16. POSSESSORY INTEREST

By executing this Revocable Permit and accepting the benefits thereof, a property interest may be created known as possessory interest and such property interest will be subject to property taxation. Permittee, as the Party in whom the possessory interest is vested, may be subject to the payment of the property taxes, or possessory interest taxes, as applicable.

17. LICENSE ONLY

This Revocable Permit is a license only and is personal to Permittee and shall not be construed as conveying any interest whatsoever in or to real property.

18. REVOCATION OR TERMINATION

This Revocable Permit may be revoked or terminated by either Permitter or Permittee for any reason by either party providing a written notice of at least thirty (30) days prior to the date set forth in said notice for such termination subject to Paragraph 19, Default below.

19. REMOVAL OF EQUIPMENT

Upon expiration or termination of this Revocable Permit, Permittee shall remove all structures and equipment placed on the Premises. Permittee shall restore the Premises as a public parking lot that meets all applicable requirements, including ADA compliance. Such removal and

restoration shall be solely at Permittee's expense and shall be completed within ten (10) days after the effective date of expiration or termination.

20. RELOCATION

Permittee acknowledges that it is occupying property of a public agency on a temporary basis. Permittee also acknowledges that upon termination of this Revocable Permit, whether by expiration or otherwise, Permittee shall not be entitled to receive any relocation assistance or benefits which may be provided under any law, including, but not limited to, the Uniform Relocation Acts of the United States or of the State of California.

21. DEFAULT

As the Department of Recreation and Park is part of the City of Los Angeles, this Section shall not apply.

22. BANKRUPTCY

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

23. INSURANCE

As the Department of Recreation and Parks is part of the City of Los Angeles, this Section shall not apply.

24. NOTICES

Notices which are required to be given hereunder shall be addressed and delivered as follows:

City of Los Angeles
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
Attention: Linda Evans

Notices to Permittee shall be given as follows:

City of Los Angeles
Department of Recreation and Parks
221 N. Figueroa, 10th Floor
Los Angeles, CA 90012
Attention: Cid Magareag

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as follows.

PERMITTEE
Department of Recreation and Parks

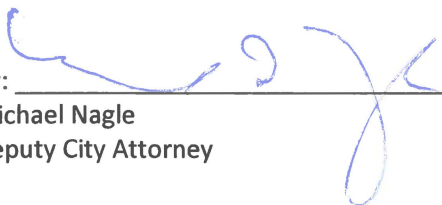
By:  Date: 2/10/2020
Michael A. Shull
General Manager

PERMITTOR
City of Los Angeles
Department of Transportation

By:  Date: 2.13.20
Seleta J. Reynolds
General Manager

Approved as to Form and Legality:

Michael N. Feuer, City Attorney

By:  Date: 2/13/20
Michael Nagle
Deputy City Attorney

Larchmont Park Revocable 10-31-19 (Revised)

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

Exhibit A

Note: Exist parking lot to be restriped.

ALLEY



1

PROPOSED LARCHMONT PLAYGROUND

SCALE: 1" = 5'



COUNCIL DISTRICT 4



THE CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS
 GENERAL MANAGER: MICHAEL A. SHILL
 ASSISTANT GEN. MANAGER: RAMON BARAJAS
 PROJECT LANDSCAPE ARCHITECT: COMS/BAMES
 PROJECT ENGINEER: _____
 AS-BUILT DRAWN BY: _____
 DATE: _____



PROJECT NAME: PROPOSED LARCHMONT PLAYGROUND
 ADDRESS: _____
 REVISIONS: _____ DATE: _____

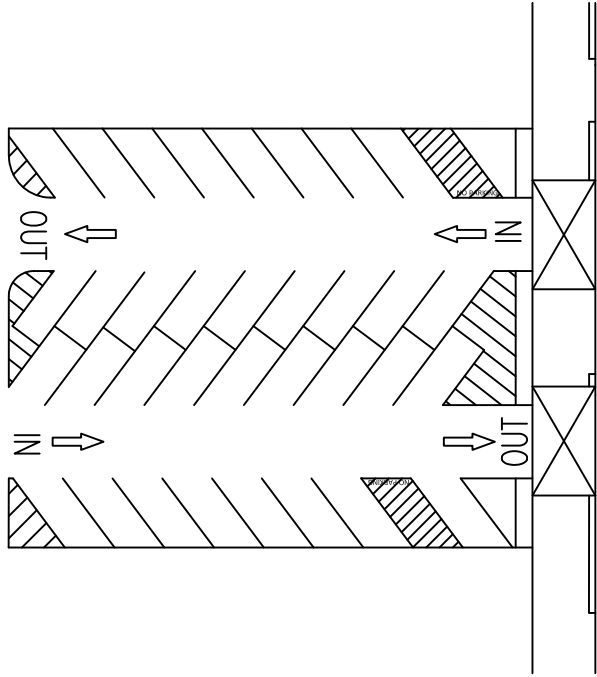
REVISIONS:	DATE:

PLAN NAME:
 SCHEMATIC PLAN

DRAWN BY: Zhiya Huang
 APPROVED BY: _____
 SCALE: _____ ISSUE DATE: _____
 PRJ # _____ FILE NO. _____
 DRAWING NO. _____
 SHEET _____ OF _____ SHEETS

Exhibit B

Alley

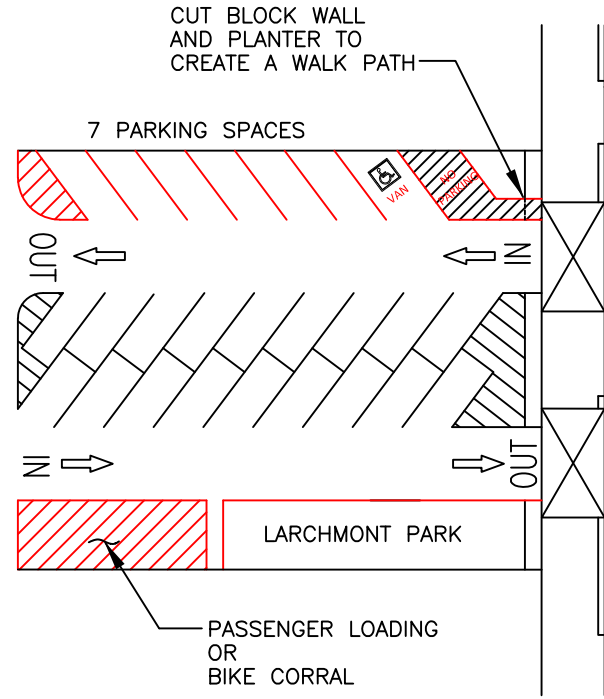


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