

APPROVED
JUNE 01 2023
BOARD OF RECREATION
AND PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 23-107

DATE June 01, 2023

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – DONATION OF FORMER RKO PROPERTY (PRJ21699) (LOS ANGELES COUNTY ASSESSORS’ PARCEL NUMBER (APN) 5581-010-007) — AUTHORIZATION TO ACCEPT THE FORMER RKO PROPERTY FROM THE LOS ANGELES PARKS FOUNDATION AS A DONATION FOR PARK PROPERTY – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 25(1) [TRANSFERS OF OWNERSHIP OF INTERESTS IN LAND IN ORDER TO PRESERVE OPEN SPACE AND TO PRESERVE EXISTING NATURAL CONDITIONS] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15325(f) OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
		<i>for</i> *C. Santo Domingo	<u>DF</u>
B. Jackson	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Adopt the Resolution attached hereto as Attachment 3, authorizing the acceptance of a 9.71 acre or 422,967.6 square feet property parcel (Assessor Parcel Number (APN) 5581-010-007) (RKO Property), located off of Mt. Lee Drive inside of Griffith Park, in the Hollywood Community Plan Area, Los Angeles, CA 90068, from the Los Angeles Parks Foundation (LAPF) as a donation to be dedicated as park property (Donation);
2. Thank and acknowledge the LAPF for the Donation of the RKO Property;
3. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the Donation Agreement and Joint Escrow Instructions for the RKO Property substantially in the form attached hereto as Attachment 2 and accept the Grant Deed for such property, subject to approval of the City Attorney
4. Declare that upon completion of the Donation and the acceptance of the Grant Deed for the RKO Property by the Department of Recreation and Parks (RAP), that the RKO Property is set apart and dedicated as park property in perpetuity;

BOARD REPORT

PG. 2 NO. 23-107

5. Approve the use of RAP general funds in the amount up to \$10,000 for pre-acquisition costs related Title Reports, Phase I Environmental Assessment, and other related costs to closing, escrow and survey costs associated with the Donation;
6. Determine that this action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 25(1) [Transfers of ownership of interests in land in order to preserve open space and to preserve existing natural conditions] of City CEQA Guidelines and Article 19, Section 15325(f) of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
7. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE; and,
8. Authorize RAP's Chief Accounting Employee or designee to make technical corrections as necessary to establish the necessary accounts to acquire the RKO Property, and to accept and/or authorize transfer of the necessary monies to fund the acquisition of the RKO Property in accordance with the intent of this Report.

SUMMARY

The LAPF proposes to donate the RKO Property to the City of Los Angeles to be dedicated as park property in perpetuity, and to be under the control and jurisdiction of the RAP. The RKO Property is located inside of Griffith Park off of the Mt Lee Drive, dirt road, Los Angeles CA 90068, and is identified by APN: 5581-010-007. Said parcel is in the Hollywood Hills of Los Angeles and will be acquired for the purpose of preserving and expanding open space and/or developing a park for the community. The acceptance of the donated RKO Property would benefit the CITY and its park users tremendously from the additional park space in the area. The Griffith Park area is a regional park that serves not only the local users of the park, but also the rest of the City, County, State and worldwide park visitors. The addition of the RKO Property would protect and preserve this landscape from development and add to the numerous trails and recreational activities, both passive and active use by the public. Council District 4 has expressed its strong support for this donation.

LAPF will acquire the RKO Property via a grant deed and donate the RKO Property to the CITY/RAP in fee via grant deed, for the purpose of providing additional park space in the area. To facilitate this transaction, it is proposed that RAP enter into a Donation Agreement and Joint Escrow Instructions (Donation Agreement) (Attachment 2). Once the RKO Property is transferred to RAP, it will be set apart and dedicated as park property in perpetuity.

Previously, the Board authorized RAP staff to undertake preliminary acquisition activities for the RKO Property, which included the completion of environmental assessments, and the completion of title and due diligence activities for the RKO Property. RAP staff has completed these activities.

Additionally RAP Real Estate staff has worked the office of the City Attorney and the General Services Department to ensure all proper authority has and will be obtained prior to the consummation of the Donation as well as assisting LAPF in processing the Donation properly to ensure RAP receives the property free and clear of any title/lien encumbrances.

BOARD REPORT

PG. 3 NO. 23-107

Having completed its due diligence of the RKO Property and finding no significant issues, RAP staff now recommends that the Board accept the donation of the RKO Property from LAPF.

Property Value

To determine the fair market value for the above mentioned RKO Property identified by APN 5581-010-007, LAPF used a Formal Appraisal prepared by an independent appraiser. This appraisal was prepared on March 13, 2023. The estimated value of the appraisal was determined to be One Hundred Eighty Thousand Dollars (\$180,000) as of March 1, 2023. The General Services Department (GSD) concurs with this appraisal.

Acquisition Cost and Funding

RAP will not incur any related acquisition costs as a result of the proposed donation, but RAP may have escrow and/or closing, title and/or survey costs. There is no consideration involved in the Donation of this property and there are no contingencies other than unforeseen budget and or title costs related to the Donation. Per the Donation Agreement, LAPF will pay for up to \$5000 in closing costs for this Donation in order to facilitate and assist LAPF's unexpected acquisition budget shortfall. Nevertheless, in the event that there are unforeseen costs associated with the Donation, RAP Real Estate recommends that monies be set aside in the amount of up to \$10,000 to cover any unforeseen closing, escrow or survey costs and pre- acquisition costs.

Environmental Impact Statement

RAP Staff has determined that the proposed action consists of transfers of ownership of interests in land in order to preserve open space and to preserve existing natural conditions.

According to the parcel profile report retrieved on May 11, 2023, this area resides in a landslide zone. This donation will not lead to conditions that could increase the risk of landslides.

This site is not within a coastal, methane, or liquefaction zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 11, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Finally, the area to be acquired is located within Griffith Park, an Historic Cultural Monument for the City of Los Angeles (HCM # 942), but the donation will not cause a substantial adverse change in the historic significance of the Park.

BOARD REPORT

PG. 4 NO. 23-107

Based on this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 25(1) of City CEQA Guidelines as well as Article 19, Section 15325(f) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

This project has the support from Council District 4. In addition, the Superintendent for the Griffith Region has been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT

There is no consideration involved in the Donation of the RKO Property and there are no contingencies related to the Donation. This acquisition may impact RA's General Fund if unforeseen closing, escrow, and/or associated costs arise. The RKO Property acquisition, if approved by the Board, will require an increase in maintenance cost demands and will require a budget increase which 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:

Goal No. 1: Provide Safe and Accessible Parks
Outcome No. 2: All parks are safe and welcoming

Result: The addition of this property would expand the CITY park system and add additional open space and trail connections for the use of enjoyment of residents and visitors.

This Report was prepared by Rick Tonthat, Senior Management Analyst II, Director of Real Estate and Asset Management Section, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Report No. 22-237
- 2) Attachment No. 2 – Donation Agreement and Joint Escrow Instructions
- 3) Attachment No. 3 – Resolution No.

APPROVED
Sept 15 2022
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 22-237

DATE September 15, 2022

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROPOSED ACQUISITION OF FORMER RKO PROPERTY WITHIN GRIFFITH PARK FOR PARK PURPOSE – AUTHORIZATION TO PROCEED WITH PRELIMINARY ACQUISITION ACTIVITIES INCLUDING DUE DILIGENCE RELATED TO THE POSSIBLE ACQUISITION OF THE PROPERTY FOR OPEN SPACE AND OR PARK DEVELOPMENT

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>Fu</i> C. Santo Domingo	<i>DF</i> _____
B. Jackson	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to initiate the process for the possible acquisition of property parcel known as the “RKO PROPERTY”, such parcel identified with an Assessor Parcel Number (APN:) of 5581-010-007 (Property), located in the Hollywood Community Plan area and comprised of two (2) lots 53 and 54 totaling 422,967.6 square feet (sf) or 9.71 acres in size and.

2. Authorize RAP staff to coordinate preliminary acquisition activities for the Property with the Los Angeles Park Foundation (LAPF), Department of General Services (GSD), Council District Office Four (CD 4) and any other City Department(s) or entity as may be necessary to obtain the necessary title information, environmental clearances, appraisals and funding approvals and any other due diligence for the possible acquisition of said Property.

3. Upon the completion of the preliminary acquisition activities, direct RAP staff to return to the Board of Recreation and Parks Commissioners (Board) with a proposed purchase/sale agreement, escrow instructions and any other related documents for the Board’s final approval to purchase the Property, subject to the following conditions:
 - A. Funding for the acquisition of the Property will be determined;

 - B. Completion of all appropriate California Environmental Quality Act (CEQA) analysis and documentation;

BOARD REPORT

PG. 2 NO. 22-237

- C. Completion of any additional environmental assessments, including a Phase II if needed;
- D. Preparation and approval of a Class "A" Appraisal by GSD;
- E. Finalization of all material terms of the purchase or gift donation of the Property, including the negotiation by CITY/GSD of a purchase price that is consistent with its professional opinion of market value; and,
- F. Completion of all title and due diligence by CITY.

SUMMARY

RAP staff has been requested to conduct due diligence and exploratory work for the possible acquisition of a property known as the RKO Property within the Griffith Park area which is one of the last remaining open space properties within Griffith Park. The Board has been asked to consider the Property for acquisition. The Los Angeles Parks Foundation (LAPF) has recently contacted RAP requesting RAP to consider the proposed acquisition of the Property by LAPF and its subsequent transfer of this property to RAP

With the support from the Councilmember for CD 4 and the LAPF, RAP is considering the acquisition of the Property identified by the Los Angeles County Assessor Parcel Numbers (APN): 5581-010-007 located in the Community Plan Area of Hollywood. The Property measure 422,967.6 square feet (sf) or 9.71 acres. The Property consists of two (2) lots; lots 53 and 54. RAP is interested in acquiring the Property for open space conservation and/or park development for active or passive use in order to expand the recreational activities in the area and secure and conserve the greatly used Griffith Park open space area. As part of standard due diligence work, the Department of General Services (GSD), Asset Management Division, will provide a Class "A" appraisal of estimated value for the Property and necessary Property Title due diligence. GSD will be assisted by CD 4 and LAPF with funding and any needed pre-acquisition work.

ENVIRONMENTAL IMPACT STATEMENT

Environmental due diligence in the form of a Phase I Environmental Site Assessment (ESA) has been performed for the Property 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 1527-13) with the updated procedures outlined in the new ASTM standard (1527-21) and the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) - last amended September 15, 2017. A Phase I ESA Report was completed for the site, dated August 2022, and is on file in RAP's Real Estate Division. The Phase I ESA did not identify any Recognized Environmental Condition (REC) on the Property.

BOARD REPORT

PG. 3 NO. 22-237

The analysis pursuant to the California Environmental Quality Act (CEQA) will be completed and presented to the Board for review and approval prior to making a determination on the feasibility or the possibility of acquiring this Property.

NEEDS ASSESSMENT

RAP staff believes that the acquisition of the Property will help preserve and conserve the Griffith Park open space area that the residents of Los Angeles and visitors throughout the world continue to use and enjoy. As the population increases and the need for park space increases, the addition of the RKO Property will help alleviate the need and conserve open space for future users of Griffith Park. Additionally, there is an existing unofficial hiking trail (the "Mt Chapel" Trail) that connects to and through the Property, and the acquisition of the site would preserve this well-known and well used connection to the Griffith Park trail network.

The acquisition of the Property has the support of CD 4 and LAPF.

FISCAL IMPACT STATEMENT

The Property acquisition, if approved by the Board, will require an increase in maintenance cost demands and will require a budget increase which will be requested through RAP's standard budget process.

Funding is to be determined for the acquisition and all related costs.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

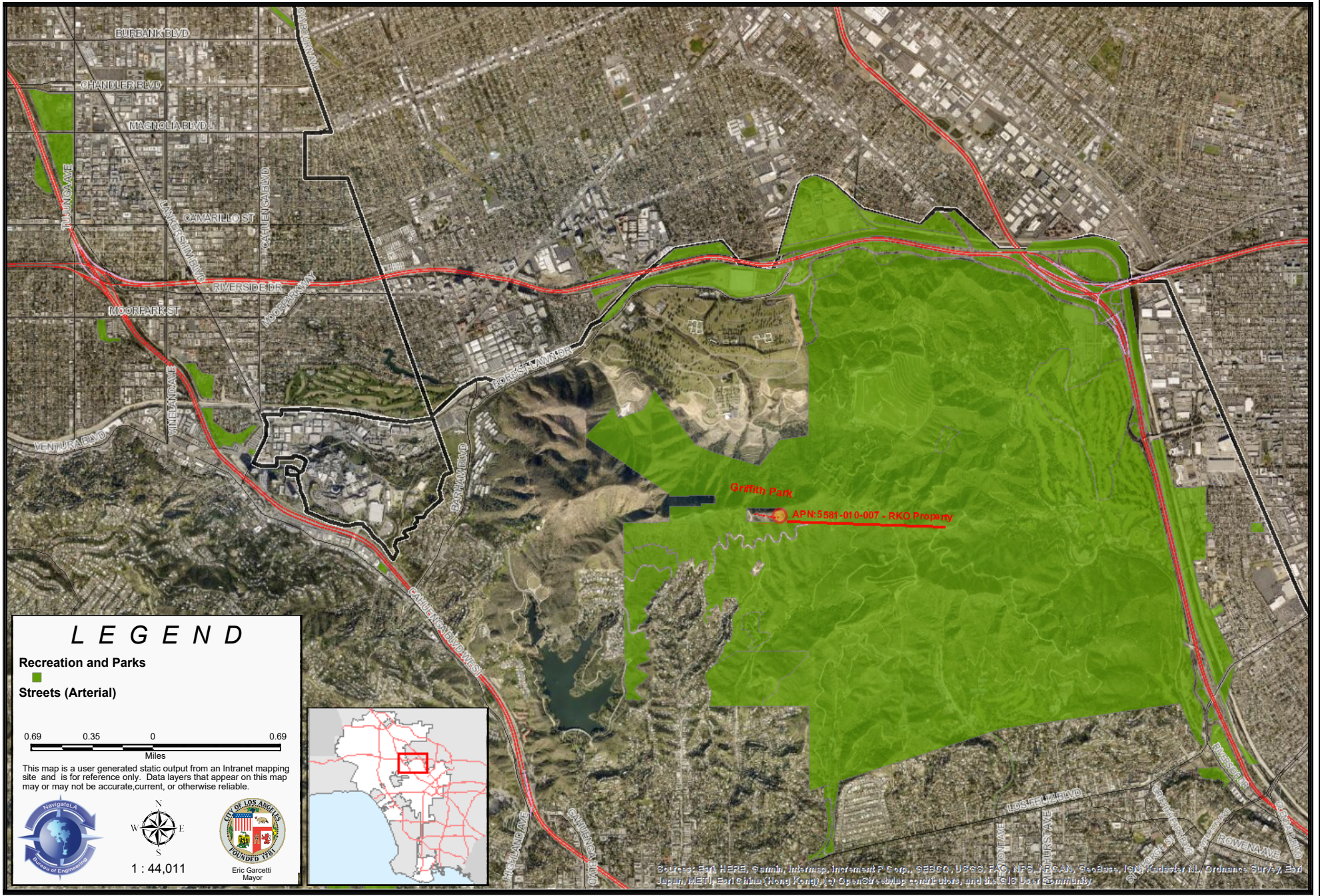
Result: The addition of this property would expand the City park system and add additional open space and trail connections for the use of enjoyment of residents and visitors.

This Report was prepared by Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

ATTACHMENTS

- 1) Attachment 1 – Maps

RKO PROPERTY Inside of Griffith Park- APN: 5581-010-007



RKO PROPERTY Inside of Griffith Park- APN: 5581-010-007



RKO PROPERTY - APN: 5581-010-007



LEGEND

Recreation and Parks

- Multiple Symbols

Streets

- Private Street
- Original Lot & Deed in Street
- Governmental (Except L.A. City)
- City of Los Angeles
- Former City Bnd/County/Other City
- Tract Line in Street & Freeway

Easements

- All Others
- Right-of-way Sideline
- Tract Line
- Lot Line
- Lot Cut
- Freeway Road Way

Landbase Lines / Parcel Outline

- Parcels (Outline)
- Parcels
- Parcels (APN) (Outline)
- Parcels (LA County APN)
- Tracts

Parcels (Outline)

- Parcels

Parcels (APN) (Outline)

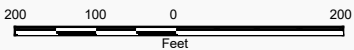
- Parcels (LA County APN)

Parcels (LA County APN)

- Tracts

Tracts

-



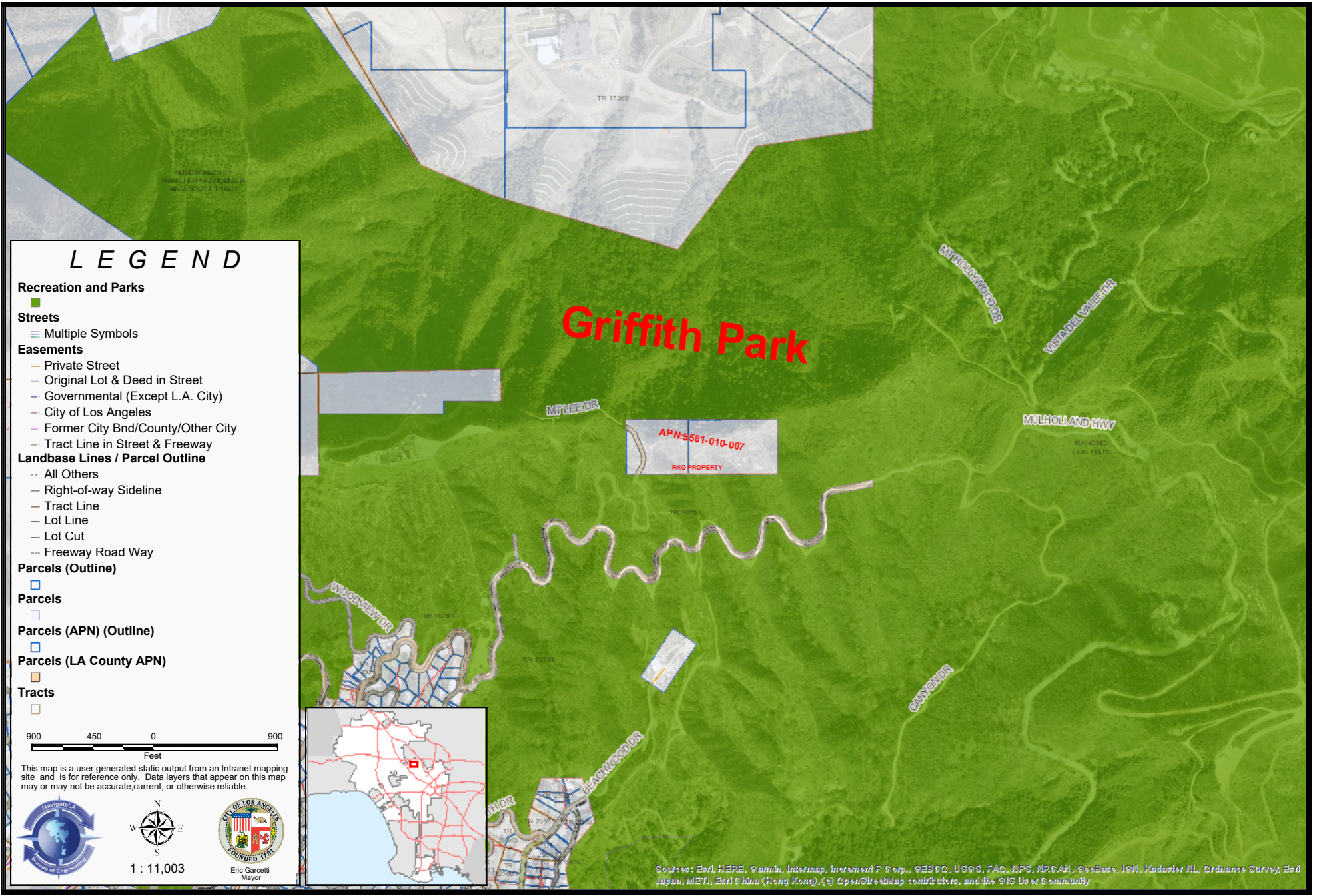
This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



1 : 2,751

Sources: Esri, HERE, Garmin, Intermap, InetSoft Corp., GEBCO, USGS, FAO, NPS, NRCAN, EsriBrest, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community

RKO PROPERTY - APN: 5581-010-007



LEGEND

Recreation and Parks

■

Streets

≡ Multiple Symbols

Easements

- Private Street
- Original Lot & Deed in Street
- Governmental (Except L.A. City)
- City of Los Angeles
- Former City Bnd/County/Other City
- Tract Line in Street & Freeway

Landbase Lines / Parcel Outline

- All Others
- Right-of-way Sideline
- Tract Line
- Lot Line
- Lot Cut
- Freeway Road Way

Parcels (Outline)

□

Parcels

□

Parcels (APN) (Outline)

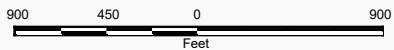
□

Parcels (LA County APN)

□

Tracts

□



This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



1 : 11,003



Source: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, and the © 18 User Community

**DONATION AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(RKO Property)**

This Donation Agreement (this "**Agreement**") is made and entered into effective as of _____, 2023 ("**Effective Date**") by and between **LOS ANGELES PARKS FOUNDATION**, a California nonprofit corporation, ("**LAPF**") and **THE CITY OF LOS ANGELES**, a California municipal corporation, acting through its Board of Recreation and Park Commissioners ("**City**"). LAPF and City are each a "**Party**" and together may be collectively referred to as the "**Parties**" hereinafter.

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

LAPF:

Los Angeles Parks Foundation
2650 N. Commonwealth Avenue
Los Angeles, CA 90012
Tel: (310) 472-1990
FAX: _____
Attn: Carolyn Ramsey
Email: carolyn@laparksfoundation.org

CITY:

City of Los Angeles,
Board of Recreation and Park Commissioners
221 N. Figueroa St., Suite 100
Los Angeles, California 90012
Tel: (213) 202-2640
Fax: (213) 202-2610

Copies of any notice to City should also be sent to:

Los Angeles City Attorney's Office
200 N. Main St., 7th Floor
Los Angeles, California 90012
Attn: Real Property/Environment Division
Tel: (213) 978-8120
Fax: (213) 978-8090

B. LAPF has purchased certain real property totaling 9.71 acres located in Los Angeles County, California, as further described in Exhibit A, attached hereto (the "**Property**"). The Property includes all tenements, hereditaments, and appurtenances, including improvements, fixtures, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits in any way related to or accruing to the use and benefit of the Property.

C. LAPF wishes to directly deed the Property to the City as a donation.

D. City wishes to take title to the Property from LAPF on the terms and subject to the conditions set forth in this Agreement. The purpose of this donation is to enable the parties to this Agreement to provide open space and recreational opportunities to the public.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties agree as follows:

1. **Donation Terms.** LAPF shall convey the Property to City and City shall accept the conveyance of the Property from LAPF on the terms and conditions set forth herein.

1.1 **Fair Market Valuation of Property.** Pursuant to an appraisal prepared by Gribin, Kapadia & Associates (the "**Appraisal Report**"), the fair market value of the Property has been determined to be One Hundred Eighty Thousand Dollars (\$180,000.00)(the "**Fair Market Value**").

1.2 **Dedication of Property:** The Property shall be set apart and dedicated as park property in perpetuity.

2. **Conditions Precedent to Closing.** The parties' respective obligations to close the conveyance of the Property shall be conditioned upon all of the following:

By Sixty (60) after the Effective Date of this Agreement ("**Contingency Deadline**"), City has approved of the title, physical, structural and environmental condition of the Property;

(b) By the Close of Escrow, LAPF has received authorization from its Board of Directors for disposition of the Property to City; and

(c) Satisfaction of all obligations stated herein by both City and LAPF, within the time periods provided in this Agreement (if any).

If any condition precedent is not satisfied or waived by the party whom that contingency benefits, such party may terminate this Agreement by written notice to the other party; in such event the parties shall have no further obligation to each other under this Agreement. Any condition precedent shall be deemed either satisfied or waived unless the appropriate party notifies the other party in writing prior to the applicable deadline that the contingency has not been met.

3. **Condition of the Property.**

3.1 **Due Diligence.** LAPF has provided the City the opportunity to investigate and review the Property Information contained in that Preliminary Title Report issued by Chicago Title Company dated as of July 22, 2022, under Order No. 00181576-994-LT2-1TW ("**Title Report**"); and the general physical condition of the Property. The City has commissioned its own Phase I Environmental Site Assessment of the Property, prepared by A.C.C. Environmental Consultants, dated September 21, 2022. City must complete all such investigations and review on or before the Contingency Deadline. If City determines that it is dissatisfied with the condition of the Property or the Title Report, then City may terminate this Agreement by delivering written notice to LAPF on or before the Contingency Deadline. If City fails to deliver any such written termination notice to LAPF on or before the Contingency Deadline, then City shall be deemed to have accepted the condition of the Property and the Title Report and elected to proceed to close escrow and acquire the Property.

3.2 Hazardous Materials. LAPF agrees to indemnify, defend, and hold City harmless, from any damages and claims resulting from the release of Hazardous Materials on the Property between the date LAPF takes title to the Property, until Close of Escrow as defined in Section 4.2, below, or occurring at any time if caused by LAPF or persons acting through or under LAPF.

The term "**Hazardous Material(s)**" means any substance which is (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, (2) a petroleum hydrocarbon, including crude oil or any fraction thereof, (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (4) regulated pursuant to any Environmental Law(s), or (5) any pesticide regulated under state or federal law.

The term "**Environmental Law(s)**" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

3.3 Title. LAPF shall convey to City by grant deed (the "**Grant Deed**"), in the form attached hereto as Exhibit B, fee simple title to the Property free and clear of all exclusions, reservations, conditions, covenants, monetary liens or encumbrances, including deeds of trust, except: (a) general and special taxes and assessments shown as paid or not yet due; (b) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 3.4; and d) exceptions accepted by City, or deemed accepted by City, in accordance with Section 3.1, above.

3.4 Title Policy. LAPF will cause Escrow Holder to provide City with an ALTA standard coverage owner's title policy in the full amount of the Fair Market Value, insuring that title to the Property is vested in City upon Close of Escrow subject only to the exceptions set forth in the Title Report.

3.5 Possession. LAPF will deliver possession of the Property to City at Close of Escrow, free and clear of anyone in possession.

4. Escrow and Closing

4.1 Escrow Holder. City has opened an escrow with Chicago Title Company, 725 S. Figueroa Street, Suite 200, Los Angeles, CA 90017, Attn: Joan Hawkins, Email: HawkinsUnit@ctt.com, Phone: (213) 488-4307 (the "**Escrow Holder**") for the purpose of closing the donation of the Property from LAPF to City. Escrow instructions as to the conveyance from LAPF to the City will be approved by both City and LAPF.

4.2 Close of Escrow. "**Close of Escrow**" shall be the date the Grant Deed from LAPF to the City and the City's certificate of acceptance are recorded in the official records of the Los Angeles County Recorder's Office. Escrow shall close no later than Ninety (90) Days

from the Effective Date of this Agreement (the “**Close of Escrow**”); provided, however, that the parties may extend this date by mutual written agreement.

4.3 Closing Costs and Prorations. LAPF shall pay all escrow fees. Any documentary tax or real property transfer tax arising out of the conveyance of the Property shall be borne by LAPF, if applicable. Any other closing expenses, fees and charges shall be paid for by LAPF up to \$5000.00. Escrow Holder shall prorate all real property taxes, if any, which are a lien and/or unpaid as of the Close of Escrow according to the formula adopted by the Los Angeles County Assessor’s Office and deduct LAPF’s portion from LAPF’s proceeds. The tax amount withheld will be made payable to the Los Angeles County Tax Collector’s Office following the Close of Escrow. Any taxes which have been prepaid by LAPF shall not be prorated, but LAPF shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

5. LAPF’s Promise not to Further Encumber. LAPF shall not, without the prior written consent of the City, make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede LAPF’s ability to perform hereunder and deliver title as agreed herein.

6. LAPF’s Representations. LAPF represents and warrants that:

(a) There is no action, suit, litigation, arbitration or other proceeding pending or threatened, which in any manner affects the Property.

(b) There are neither leases nor any other possessory interests by third parties on the Property at the Effective Date, during the escrow period, or at the Close of Escrow.

(c) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against LAPF or LAPF’s interest in the Property nor are any such proceedings contemplated by LAPF.

(d) LAPF has full power and authority to execute and deliver this Agreement and to consummate the transactions provided herein, subject to the conditions precedent set forth in Section 2. Subject to the conditions precedent set forth in Section 2, the persons signing this Agreement for LAPF have full power and authority to sign for LAPF and to bind it to this Agreement.

(e) LAPF has no knowledge of any violations of any law, order, ordinance or regulation or policy of insurance affecting the Property.

(f) LAPF has not received notice and has no knowledge of any pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it or any proceedings to declare the Property or any party of it a nuisance.

(g) LAPF has all licenses, permits, easements, and rights of way required from any governmental authority having jurisdiction over the Property, or from private parties, in order to continue the present use of the Property and to insure adequate vehicular and pedestrian ingress and egress to the Property. Such licenses, permits, easements, and rights-of-way shall be in full force and effect on the Closing Date. All permits, rights, and documents to be

transferred to Buyer on the Closing Date have been fully paid for and are not subject to any liens, encumbrances, or claims of any kind, and their transfer and assignment do not require the consent of third parties other than as set forth in such documents or as required by law. LAPF has, and at the Close of Escrow, shall deliver to City, good and marketable title to all such permits, rights, and documents.

(h) This Agreement and the other documents to be executed by LAPF hereunder, upon execution and delivery thereof by LAPF, will have been duly entered into by LAPF, and will constitute legal, valid and binding obligations of LAPF, subject to the conditions precedent set forth in Section 2. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which LAPF is a party or by which it is bound. LAPF has obtained all internal approvals and consents required for LAPF to enter into or perform LAPF's obligations under this Agreement.

(i) LAPF has good and marketable title to the Property. LAPF has no knowledge of any unrecorded agreements affecting the Property other than as may be set forth in the Property Information. To LAPF's knowledge, the Property Information contains all encumbrances, restrictions and obligations, both recorded and unrecorded, pertaining to the Property. LAPF has no knowledge that anyone will, at the Close of Escrow, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to City. There are no unsatisfied mechanics' or materialmen's liens rights on the Property.

(j) LAPF has no knowledge that anyone will, at the Close of Escrow, have any right to possession of any personal property included in the Purchase price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to City.

(k) LAPF represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.

(l) LAPF represents and warrants that it is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of California.

(m) To LAPF's knowledge, except as may be set forth in the Property Information, the Property is not subject to any investigation by any governmental authority or any judicial or administrative proceedings alleging the material violation of or liability under any hazardous materials law, or any outstanding written order or agreement with any governmental authority or private party relating to any hazardous materials laws or hazardous materials claims.

(n) LAPF agrees to disclose to City all material findings with respect to the condition of the Property that LAPF may have actual knowledge of, without any further inquiry, which findings are not contained in the Title Report and/or Property Information delivered to City.

7. City's Representation. City represents and warrants that subject to approval by its Board of Recreation and Park Commissioners, City has all the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

8. **Risk of Loss.** All risk of loss shall remain with LAPF until Close of Escrow. In the event the Property is destroyed or damaged after the Effective Date of this Agreement and prior to Close of Escrow, City or LAPF may, at their option elect to terminate this Agreement with no damages accountable to City.

9. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

10. **Remedies Upon Default.** In the event City or LAPF defaults in the performance of any of their respective obligations under this Agreement, LAPF or City shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against the defaulting party.

11. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

12. **Time of the Essence; Dates.** Time is of the essence to this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

13. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns and other successors in interest.

14. **Additional Documents.** LAPF and City agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

15. **Additional Documents to be Provided by LAPF to City.** LAPF agrees to provide the following documents to City prior to the Close of Escrow.

(a) **Resolution.** A certified resolution of the Board of Directors of LAPF authorizing the transaction contemplated by this Agreement, the execution, delivery, and performance of this Agreement, any other obligation of LAPF contemplated by this Agreement, and authorizing the person who will sign this Agreement to do so on behalf of LAPF.

(b) **Certificate of Good Standing.** A certificate of good standing of LAPF certified by the proper governmental authority in the State of California.

16. **Assignment.** City may not assign its interests under this Agreement without the written consent of LAPF.

17. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between City and LAPF pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver and agreeable to both parties.

18. Counterparts. This Agreement may be executed in counterparts; each of which shall be deemed an original and which together shall constitute one and the same agreement.

19. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Survival of Close of Escrow. All representations, warranties, covenants, conditions, agreements and other obligations set forth in this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

<p>LAPF:</p> <p>LOS ANGELES PARKS FOUNDATION, a California nonprofit corporation</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>	<p>CITY:</p> <p>THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners</p> <p>By: _____ President</p> <p>By: _____ Secretary</p> <p>Date: _____, 2023</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By: _____ Deputy</p> <p>Date: _____, 2023</p>	<p>APPROVED AS TO FORM:</p> <p>HYDEE FELDSTEIN SOTO</p> <p>By: _____ Laura Cadogan Hurd Deputy City Attorney</p> <p>Date: _____, 2023</p>

CONSENT OF ESCROW HOLDER

Chicago Title Company (Escrow Holder) accepts the foregoing Donation Agreement and Joint Escrow Instructions as escrow instructions and agrees to act as Escrow Holder and to be bound by the provisions hereof applicable to Escrow Holder.

Date: _____, 2023

CHICAGO TITLE COMPANY

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of Property

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

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
FRACTIONAL

SECTION 26, TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO BASE AND
MERIDIAN, IN THE

CITY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION DISTANT SOUTH 89° 49'
00" WEST 679.90

FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 395.51
FEET; THENCE

WEST 645.50 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST
QUARTER OF THE

SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH
LINE OF SAID

SECTION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION TO THE
POINT OF

BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 3, FRACTIONAL SECTION 26, TOWNSHIP 1 NORTH RANGE 14
WEST, SAN

BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LOS ANGELES, DESCRIBED AS
FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND
CONVEYED BY

HOLLYWOOD HILLS, INC., TO DON LEE BROADCASTING SYSTEM BY DEED RECORDED
DECEMBER 30,

1939 IN BOOK 17097, PAGE 351 OF OFFICIAL RECORDS; THENCE NORTH ALONG THE
EASTERLY LINE

OF SAID PARCEL 398.92 FEET; THENCE EAST 451.00 FEET TO THE WEST LINE OF THE
SOUTHEAST

QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION; THENCE
SOUTHERLY

ALONG SAID LAST MENTIONED WEST LINE TO THE SOUTH LINE OF SAID SECTION;
THENCE SOUTH 89°

49' 00" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION TO THE POINT OF
BEGINNING.

APN: 5581-010-007

EXHIBIT B

Form of Grant Deed to Property

RECORDING REQUESTED BY AND

Chicago Title Company

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

City of Los Angeles
Board of Recreation and Park Commissioners
221 N. Figueroa Street, Suite 400
Los Angeles, California 90012
Attn: Darryl Ford

APN: 5581-010-007

(Space Above This Line For Recorder’s Use Only)

This document is exempt from Documentary transfer tax pursuant to Section 11922, of the Revenue and Taxation Code and is being recorded pursuant to Section 6103 of the California Government Code and California Government Code Section 27383.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LOS ANGELES PARKS FOUNDATION, a California nonprofit corporation, (“LAPF”)

Hereby GRANT(S) to

City of Los Angeles, a California municipal corporation, acting through its Board of Recreation and Park Commissioners (“City”)

the following described real property in the County of Los Angeles, State of California (Assessor’s Parcel No.) 5581-010-007

SEE EXHIBIT “A” FOR LEGAL DESCRIPTION

To have and to hold the property herein granted to the City of Los Angeles, the heirs and successors and assigns of the City of Los Angeles, forever. Said land shall be set apart and dedicated as a park or open space in perpetuity.

Los Angeles Parks Foundation,
a California nonprofit corporation

By: _____

Title: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 26, TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION DISTANT SOUTH 89° 49' 00" WEST 679.90 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 395.51 FEET; THENCE WEST 645.50 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID SECTION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 3, FRACTIONAL SECTION 26, TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY HOLLYWOOD HILLS, INC., TO DON LEE BROADCASTING SYSTEM BY DEED RECORDED DECEMBER 30, 1939 IN BOOK 17097, PAGE 351 OF OFFICIAL RECORDS; THENCE NORTH ALONG THE EASTERLY LINE OF SAID PARCEL 398.92 FEET; THENCE EAST 451.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION; THENCE SOUTHERLY ALONG SAID LAST MENTIONED WEST LINE TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89° 49' 00" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION TO THE POINT OF BEGINNING.

LOS ANGELES PARKS FOUNDATION,
a California nonprofit corporation
to

JOB TITLE: Vacant property at Mt. Lee Dr.
APN: 5581-010-007
CADASTRAL MAP: 159B189-12

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

=====

STANDARD INSTRUMENT

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

=====

GRANT DEED

=====

By: _____
Louie Padua, Authorized Officer

CERTIFICATE OF ACCEPTANCE

=====

This is to certify that the interest in real property
conveyed by the grant deed to the City of Los
Angeles, a municipal corporation, is hereby
accepted under the authority of the Board of
Recreation and Park Commissioners of the City
of Los Angeles, pursuant to Resolution No.
4561, dated May 23, 1963 and the grantee
consents to the recordation thereof, by its duly
authorized officers.

Approved as to Authority: _____,2023

By: _____
Renata Simril, Board President

By: _____
Takisha Sardin, Secretary

=====

Approved as to description:

By: _____
Takisha Sardin, Secretary

By: _____
Louie Padua, Authorized Officer

Date:

=====

Approved as to form: _____,2023

Hydee Feldstein Soto, City Attorney

By: _____
Laura Cadogan Hurd, Deputy City Attorney

=====

Board Report No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2023_, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2023_, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)

319267624.2

RESOLUTION NO. _____

WHEREAS, the Los Angeles Parks Foundation (LAPF) intends to acquire a 9.71 acre or 422,967.6 square feet property parcel (Assessor Parcel Number (APN) 5581-010-007), located off of Mt. Lee Drive inside of Griffith Park, in the Hollywood Community Plan Area, Los Angeles, CA 90068 (RKO Property); and,

WHEREAS, LAPF desires to donate the RKO Property to the City of Los Angeles Department of Recreation and Parks (RAP) at no cost so that the RKO Property may be set apart and dedicated as park property in perpetuity; and,

WHEREAS, the donation of the RKO Property would help meet the open space and park needs of the regional area; and,

WHEREAS, RAP staff has completed preliminary acquisition activities related to the RKO Property and recommends the Board of Recreation and Park Commissioners (Board) accept the RKO Property as a donation from LAPF at no cost.,

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes RAP to accept the RKO Property as a donation from LAPF at no cost to RAP (Donation) with the exception of payment by RAP of unforeseen title and closing costs; and,

BE IT FURTHER RESOLVED, that RAP staff is authorized to use up to \$10,000 of RAP general funds for payment of pre-acquisition costs related to the Phase I Assessment, title report costs and closing, escrow, title insurance and survey costs related to the Donation; and,

BE IT FURTHER RESOLVED, that the Board President and Secretary is authorized to execute the "Donation Agreement and Joint Escrow Instructions" substantially in the form attached as Attachment 2 to the Board Report to which this Resolution is attached, effecting the donation and transfer of the RKO Property, and accept the grant deed for the RKO Property in connection with the Donation; and,

BE IT FURTHER RESOLVED, that upon the completed donation of the RKO Property, the RKO Property is set apart and dedicated as park property in perpetuity; and,

BE IT FURTHER RESOLVED, that RAP's Chief Accounting Employee or designee is authorized to establish the necessary accounts to acquire the RKO Property, and to accept and/or authorize transfer of the necessary monies to fund the acquisition of the RKO Property in accordance with the intent of this Resolution.

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. _____).

TAKISHA SARDIN, BOARD SECRETARY