

OPERATING AGREEMENT
PLACERITA CANYON STATE PARK

THIS AGREEMENT, made and entered into this 1st day of January, 1990, by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter called "STATE", and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter called "LOCAL AGENCY";

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Section 5080.30 of the Public Resources Code of the State of California, STATE may enter into contracts with political subdivisions of the State of California for the care, maintenance, and control, for the purposes of the State Park System, of lands under the jurisdiction of STATE; and

WHEREAS, STATE has acquired for park and recreational purposes certain real property hereinafter described, known as Placerita Canyon State Park, as shown on Exhibit "A" attached and hereby made a part hereof, and has jurisdiction thereof; and

WHEREAS, STATE and LOCAL AGENCY desire to enter into an agreement to provide for such care, maintenance, and control; and

WHEREAS, STATE and LOCAL AGENCY entered into an operating agreement ~~with subsequent amendments~~ for the development, maintenance, control, and operation of said State Park; and

WHEREAS, the parties hereto agree that it would be advantageous to all concerned to enter into a new operating agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

1. LOCAL AGENCY shall be responsible for a period of five (5) years from January 1, 1990, for the care, maintenance, development, operation, and control of the real property hereinafter described (hereinafter sometimes referred to as "said property") for the purposes of the State Park System. During said period, LOCAL AGENCY shall pay all costs of developing, maintaining, controlling, and operating said property for said purposes and STATE shall not, during said period, be liable for the cost of said development, maintenance, control, or operation. Nothing herein shall preclude LOCAL AGENCY from receiving grants for such purposes to the full extent otherwise permitted by law.

2. While this agreement is in force and effect, said property shall, at all times, be accessible and subject to the use and enjoyment of all citizens of the State of California, and all other persons entitled to use and enjoy the same, subject, however, in the manner of such use and enjoyment, to the control of LOCAL AGENCY in conformity with this agreement. LOCAL AGENCY may adopt rules and regulations for the use and enjoyment of said property. Any such rules and regulations adopted by LOCAL AGENCY shall generally conform to and be consistent with the rules and regulations adopted by STATE and generally applicable to the State Park System, including said property. Said property shall not be used for any other purpose than the purposes herein enumerated.

3. Subject to prior approval in writing by STATE, LOCAL AGENCY may grant concessions in or upon said property consistent with the use by the general public thereof for park and recreational purposes. The rights of the public to the use and enjoyment of said property shall thereupon be limited by such concession agreements. All such concessions shall be granted in substantial compliance with Public Resources Code Sections 5080.33 and 5080.34. All concession contracts shall be subject to the requirements of Public Resources Code Section 5080.20.

4. Any charges, fees, or collections made by LOCAL AGENCY for services, benefits, or accommodations to the general public shall be limited to actual needs for maintenance, control, and operation and for development of said property to provide needed additional public facilities, and that commercialization for profit shall not be engaged in by LOCAL AGENCY.

5. All income received and all expenditures made by the LOCAL AGENCY in relation to concessions, special services, and all other matters incident to the development, maintenance, control, and operation of said property shall be reported annually to the STATE. All such income and fees shall be used for maintenance, control, and operation of said property, and such portion of income as may exceed the cost and expense incurred by the LOCAL AGENCY for maintenance, control, and operation may be utilized for development. Such annual report shall be made for the annual period commencing on July 1st and terminating on June 30th and shall be filed with STATE not later than September 30th of each year. The first report hereunder shall be filed by LOCAL AGENCY not later than September 30, 1990, and shall cover the period beginning with the effective date of this contract and terminating June 30, 1990.

The report shall include a reasonable weekly estimate of the number of visitors to the area as well as the number of vehicles.

The books, records, and accounts kept by LOCAL AGENCY applying to the operation of the state park area shall at all reasonable times be open for audit or inspection by STATE.

6. It is further agreed and understood between the parties hereto that any development or protection work which may be undertaken by STATE or the United States of America, along or on said property, in the manner provided by law or under the rules of STATE, shall not, in any way, be construed as constituting a termination of this agreement or in any way affecting same.

STATE shall have the right to enter into agreements for such work during the term hereof and to go upon said property or to authorize any person, firm, or corporation to go upon said property for the purpose of such construction or control work, or the doing of other public work for the improvement or development of said property, provided that STATE shall give LOCAL AGENCY written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. LOCAL AGENCY may, by its own forces or by contract, undertake projects for the development, construction, or improvement to said property. Plans and specifications for any such project shall be submitted to STATE for approval. No such project shall be commenced by LOCAL AGENCY'S own forces or contracts awarded prior to STATE approval of such plans and specifications. STATE has the right to disapprove such plans and specifications. Such

development, construction, or improvement shall be in accordance with a master plan of development which also shall be subject to prior approval in writing by STATE.

8. Improvements erected on said property by LOCAL AGENCY shall, upon completion, become a part of the realty, and title to said improvements shall vest in STATE. LOCAL AGENCY upon termination of this agreement may, at its option, remove any improvements erected after January 1, 1990 on said property by LOCAL AGENCY, provided it gives STATE notice promptly that it desires to do so. Any such removal shall be completed by LOCAL AGENCY within ninety (90) days after the termination of this agreement (except that if longer than ninety (90) days is required for actual removal, such removal may still be made provided it has been commenced promptly and is carried on with due diligence). Upon removal, title to the material so removed shall vest in LOCAL AGENCY. Any removal authorized hereunder shall be made without damage to adjacent improvements, and if adjacent improvements are damaged, LOCAL AGENCY shall reimburse STATE therefor or shall repair the improvement so damaged at the option of STATE. After removal, the premises shall be left free and clear of all debris and in a condition reasonably similar to the present condition of said property.

9. LOCAL AGENCY shall not, without prior written approval of STATE, remove, move, demolish, or alter in any manner, any improvements, natural features, or accretions existing on said property on the effective date of this agreement or subsequently occurring.

10. If said property or portion thereof is taken by proceedings in eminent domain, STATE shall receive the entire award for such taking except that LOCAL AGENCY shall receive out of said award the fair market value of any improvements constructed after January 1, 1990 by LOCAL AGENCY (other than: (1) improvements erected with funds realized through income from said property or (2) improvements the cost of which LOCAL AGENCY has been paid or reimbursed by STATE) through grants or other sources. Fair market value shall be determined by said proceedings taking into consideration the terms of this instrument.

11. LOCAL AGENCY hereby waives all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of STATE, its officers, agents, and employees.

LOCAL AGENCY shall indemnify, hold harmless, and defend STATE, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the acquisition, development, construction, operation, or maintenance of the property described herein which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of STATE, its officers, agents, or employees.

In the event STATE is named as co-defendant under the provisions of the Government Code Sections 895 et seq., the LOCAL AGENCY shall notify STATE of such fact and shall represent STATE in such legal action unless STATE under-

take: to represent itself as co-defendant in such legal action in which event STATE shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against STATE and LOCAL AGENCY because of the concurrent negligence of STATE and LOCAL AGENCY, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made a court of competent jurisdiction. Neither party shall request a jury apportionment.

12. This agreement shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated, or transferred either by LOCAL AGENCY or by operation of law, nor shall LOCAL AGENCY let or sublet, or grant any licenses or permits with respect to the use and occupancy of said property or any portion thereof, without the written consent of STATE first had and obtained.

13. Notices desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing said envelope, with postage prepaid, certified with return receipt requested, in the United States Post Office or any substitution thereof.

In the event such notice is being given to LOCAL AGENCY, such notice and the envelope containing the same shall be addressed to the County of Los Angeles, Department of Parks and Recreation, 155 West Washington Boulevard, Room 200, Los Angeles, CA 90015, or such other place as may hereafter be

designated in writing by or on behalf of LOCAL AGENCY; and in the event that said notice is being sent to STATE, said notice and the envelope containing the same shall be addressed to the Department of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, with copy to Southern Region Headquarters, 1333 Camino Del Rio South, Suite 200, San Diego, CA 92108.

14. STATE and LOCAL AGENCY each reserve the unqualified right to terminate this agreement at the end of any year of the period specified in Paragraph 1 above, giving to the other party a minimum of 12 months written notice before the end of such year of its intention to so terminate. STATE, further, may terminate this agreement for breach by LOCAL AGENCY of any of the provisions hereof.

15. Pursuant to Public Resources Code Section 5080.34, this agreement prohibits, and every contract on lands that are subject to this agreement shall expressly prohibit, discrimination against any person because of race, color, religion, sex, marital status, national origin, or ancestry of that person. Attached Standard Form 17A is incorporated herein.

15. Said property shall be known as Placerita Canyon State Park and shall include all that certain real property in the County of Los Angeles, State of California as shown on Exhibit "A" and as more particularly described in Exhibit "B" attached and hereby made a part hereof.

IN WITNESS WHEREOF, the parties have executed this instrument upon
the case first hereinabove appearing.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

_____, Director

By _____

LOCAL AGENCY

By _____

EXHIBIT "B"

All that certain real property in the County of Los Angeles, State of California, described as:

Parcel 1

Deed from Frank E. Walker, dated June 18, 1949, and recorded on September 27, 1949, in Book 31, 089, Page 107, Official Records of the County of Los Angeles;

Parcel 2

That patented placer mining claim known as Gladstone Oil and Placer Claim described as the west half of the southwest quarter of the southeast quarter of Section 3, Township 3 North, Range 15 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on January 21, 1875;

EXCEPTING THEREFROM any veins or lodes of quartz, or other rock, in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within said limits which may have been discovered or known to exist on or prior to September 1, 1900;

EXCEPTING and reserving to the said grantor, his successors, and assigns all oil, gas, and other hydrocarbon

substances in and under said property, but without the right in the grantor to use or disturb the property within 100 feet of the surface;

Parcel 3

That patented placer mining claim known as Diamond Oil & Placer Mining Claim described as the south half of the southwest quarter, and the east half of the northeast quarter of the southwest quarter, all in Section 3, Township 3 North, Range 15 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on January 21, 1875;

EXCEPTING THEREFROM any veins or lodes of quartz, or other rock, in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within said limits which may have been discovered or known to exist on or prior to September 1, 1900;

EXCEPTING and reserving to the said grantor, his successors, and assigns all oil, gas, and other hydrocarbon substances in and under said property, but without the right in the grantor to use or disturb the property within 100 feet of the surface;

Parcel 4

That patented placer mining claim described as the southwest quarter of the northwest quarter of Section 3, Township 3 North, Range 15 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on January 21, 1875; also the west half of the southeast quarter of the northwest quarter of said Section; also the west half of the northeast quarter of the southwest quarter of said Section; also the west half of the northwest quarter of the southwest quarter of said Section; also that portion of Section 4, Township 3 North, Range 15 West, San Bernardino Meridian, in said County and State, according to the official plat of said land filed in the District Land Office on January 21, 1875, described as follows:

Beginning at the northeast corner of the southeast quarter of the northeast quarter; thence southerly along the east line of said Section to a point northerly thereon 165 feet from the southeast corner of the said northeast quarter of Section 4; thence westerly parallel with the southerly line of the said northeast quarter, a distance of 330 feet; thence northwesterly along a direct line to the northeast corner of the southwest quarter of the southeast quarter of the northeast quarter of said Section 4; thence westerly along the northerly line of the said southwest quarter of the southeast quarter of the northeast quarter to the

northwest corner thereof; thence northerly along the prolongation of the westerly line of the said southwest quarter of the southeast quarter of the northeast quarter, a distance of 165 feet; thence northwesterly along a direct line to a point in the east line of the northwest quarter of the southwest quarter of the northeast quarter of said Section 4, distance northerly thereon 330 feet from the south line of the last mentioned quarter quarter quarter Section; thence westerly parallel with the southerly line of the north half of said Section 4, to the west line of the southeast quarter of the northwest quarter of said Section 4; thence southerly thereon 330 feet, more or less, to the south line of the north half of the south half of the northwest quarter of said Section 4; thence westerly along the last mentioned south line to the west line of said Section 4; thence north along the said last mentioned west line to the southerly line of Government Lot 4 in said Section 4; thence easterly along the southerly lines of Government Lots 4, 3, 2, and 1, in said Section 4 to the point of beginning;

EXCEPTING THEREFROM any veins or lodes of quartz, or other rock, in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within said limits which may have been discovered or known to exist on or prior to the 23rd day of December 1890;

EXCEPTING that property that was granted to the County of Los Angeles in Road Deed recorded in Book D57, pages 269-72, March 28, 1958;

EXCEPTING and reserving to the said grantor, his successors, and assigns all oil, gas, and other hydrocarbon substances in and under said property, but without the right in the grantor to use or disturb the property within 100 feet of the surface;

SUBJECT TO covenants, provisions, and reservations of record, and particularly to a right of way 15 feet wide for a single road, as same now exists, branching to the south from the main Placerita Canyon Road, over a portion of the south half of the northeast quarter of the southwest quarter of the northeast quarter of Section 4, and over:

The southwest quarter of the northwest quarter of the southeast quarter of the northeast quarter of Section 4, as granted to Mary E. Mosher, by deed recorded December 11, 1940 in Book 18051, page 87, Official Records, Instrument No. 585;

Parcel 5

The east 5 acres of that portion of the Leoline Placer Mining Claim, as described in Patent dated July 21, 1913, recorded on August 5, 1913 as Instrument No. 143 in Book 5528, page 232 of Deeds, in the Office of the County

Recorder of said County, included within the boundaries of the north half of the southwest quarter of the northeast quarter of Section 5, Township 3 North, Range 15 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on February 9, 1882;

EXCEPTING any veins or lodes of quartz, or other rock, in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described, which may have been discovered, or known to exist on or prior to November 2, 1910, as excepted by the United States of America, in Patent, recorded in Book 5528, page 232 of Deeds.

ALSO EXCEPTING therefrom such segments of veins or lodes of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits having their tops or apices outside of said premises, which may be found to penetrate, intersect, pass through, or dip into said premises.

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