

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT**

This Agreement, made and entered into this 20th day of March, 1999, by and between THE CITY OF LOS ANGELES, a municipal corporation, by and through its Board of Recreation and Park Commissioners, hereinafter called CITY, and the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter called DISTRICT.

W I T N E S S E T H:

Whereas, the DISTRICT intends to construct a school facility known as Frank D. Lanterman THR School on DISTRICT property located across St. James Place and St. James Park (street) from St. James Park, a public park owned by CITY under the jurisdiction of the Board of Recreation and Park Commissioners; and,

Whereas, it is the intent of DISTRICT and CITY to vacate St. James Place and St. James Park (street), the vacation of said streets being in the best interests of the Community, students of DISTRICT and park patrons; and,

Whereas, the CITY has determined that those portions of the vacated streets of which it owns the underlying fee, would best be utilized by the DISTRICT for school purposes; and,

Whereas, the DISTRICT has determined that utilization of the outdoor playground at the Lanterman School by CITY for public recreation would be highly beneficial to the community.

Post-it® Fax Note	7671	Date	6-24	# of pages	6
To	Jamie	From	David Marquez		
Co./Dept.	Robinson	Co.			
Phone #	Re: St James Park	Phone #			
Fax #	hease	Fax #			

Now, therefore, for and in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. CITY hereby leases to DISTRICT, for public school purposes for a term of 50 years, from the date of execution hereof, those portions of St. James Place and St. James Park, vacated streets, as shown in Exhibit A attached and made part hereof.

In consideration for the above, DISTRICT hereby leases to CITY for public recreation purposes for a term of 50 years, from the date of execution hereof, that portion of the FDL School as shown in Exhibit B attached and made part hereof.

2. CITY shall have the right to use the outdoor playground as shown in Exhibit B to serve the general public at the close of "regular school days" and on Saturdays, Sundays, school holidays and during school vacation periods.

"Regular school days" are defined as those days on which school is held in regular session as established in the school calendar and adopted by the Board of Education of the City of Los Angeles for each school year. The hours of such regular school days shall be as established by the DISTRICT in the "Schedule of Classes" for each semester in accordance with rules and regulations of the Board of Education, unless otherwise agreed to by the parties to this agreement. The "Schedule of Classes" shall be deemed to include special school events and activities scheduled by the principal of the Frank D. Lanterman TMR School at least two weeks prior to the date of such event.

Use of facility by either party to this agreement at times other than those specified above shall be permitted by mutual agreement of the parties hereto upon reasonable request being made.

3. CITY shall have the right, at its sole expense, to install recreational equipment on the premises shown in Exhibit B. Said equipment shall be the type normally installed in CITY'S public parks and shall not be placed so as to interfere with DISTRICT'S recreational programs. Said improvements shall first be reviewed and approved by the DISTRICT.

4. DISTRICT shall have the right, at its sole expense, to make permanent improvements on the premises shown in Exhibit A that are necessary for the operation and maintenance of the Frank D. Lanterman School. Said improvements shall first be reviewed and approved by the Department of Recreation and Parks.

At the expiration of this agreement, CITY shall have the option of requiring DISTRICT to remove its improvements from the premises shown on Exhibit A and deliver the premises to CITY in good and usable condition.

5. DISTRICT shall save harmless the CITY, its officers, agents, and employees from all loss, expense, fines, suits, proceedings, claims, damages, actions and judgments, of any nature whatsoever, arising out of or connected with occupancy, use and control of the premises shown in Exhibit A by said DISTRICT.

CITY shall save harmless the DISTRICT, its officers, agents, and employees from all loss, expense, fines, suits, proceedings, claims, damages, actions and judgments, of any nature whatsoever, arising out of or connected with occupancy, use and control of the premises shown in Exhibit B by the CITY.

Pursuant to Government Code Section 895.4, each party hereto indemnifies and holds harmless the other party, its officers, agents, and employees for any liability imposed

by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission occurring in the performance of this agreement by the indemnifying party or its officers, agents, or employees.

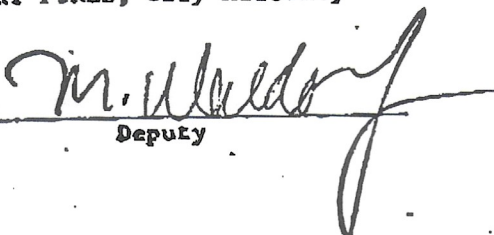
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers duly authorized, the day and year first hereinabove written.

THE LOS ANGELES UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY
BY BOARD OF EDUCATION OF THE CITY OF LOS ANGELES

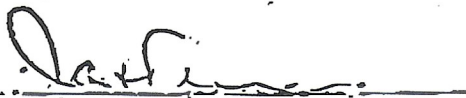
By 
President

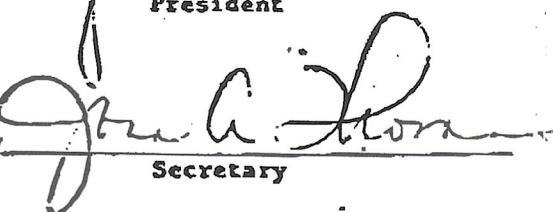
By 
Director of Real Estate

APPROVED AS TO FORM:
BURT PINES, City Attorney

By 
Deputy

CITY OF LOS ANGELES
BOARD OF RECREATION AND
PARK COMMISSIONERS

By 
President

By 
Secretary

1915

(FUTURE) FRANK D. LANTERMAN HIGH SCHOOL SITE