

RIGHT OF ENTRY LICENSE I AGREEMENT

This State of California Right of Entry License Agreement ("License I") dated for reference purposes only, October 15, 2021, is made by and between the Office of Exposition Park Management ("OEPM"), an entity within the Sixth District Agricultural Association a/k/a "Exposition Park," a state institution under the Natural Resources Agency, with the approval of the Director of the California Department of General Services ("DGS"), collectively referred to as "State", and the **Los Angeles County Museum of Natural History Foundation**, a California non-profit corporation, its employees, agents, consultants, representatives, invitees, and contractors ("Licensee"). State and Licensee may also be referred to as Party or Parties.

RECITALS:

WHEREAS, pursuant to Food and Agricultural Code Section 4051(12) OEPM may lease any of its property for any purpose for any period of time, use or manage any of its property, with the approval of the Department of General Services, jointly or in connection with any licensee, for any purpose approved by or authority delegated by, its Board of Directors; and

WHEREAS, OEPM manages and operates certain real property ("South Lawn"), which is located within a larger area ("Exposition Park"), in the City of Los Angeles, County of Los Angeles, State of California; and

WHEREAS, the South Lawn is located north of Exposition Park Drive, east of Bill Robertson Lane, south of the Los Angeles County Natural History Museum and west of the California Science Center and is vested in the State of California and under the jurisdiction of OEPM; and

WHEREAS, the County of Los Angeles and the State of California entered into a 75-year ground lease agreement dated September 29, 2006 to operate the Los Angeles County Natural History Museum located in Exposition Park and more particularly northerly of the South Lawn; and

WHEREAS, Licensee intends to construct and renovate the western portion of the current museum building and grounds in accordance with its NHM Commons project ("Commons"); and

WHEREAS, Licensee seeks to temporarily utilize a northwestern portion of the South Lawn ("Phase I Site"), as depicted on the attached Exhibit A; for its initial Commons construction activities ("Phase I Activities"); and

WHEREAS, Licensee also seeks to temporarily utilize an additional area within the northwestern portion of the South Lawn ("Phase II Site"), as depicted on Exhibit A; for its continued Commons construction activities ("Phase II Activities"); and

WHEREAS, Demolition, construction, and installation of improvements upon the Phase I and Phase II Sites, as loosely depicted on the attached Exhibit B, are expressly prohibited under this License I; and

WHEREAS, Unless as otherwise provided for herein, the Parties acknowledge and agree that this License I will terminate upon the future execution of a subsequent agreement ("License II"); and

WHEREAS, License II will be entered into by and between the Foundation, the State, and the County of Los Angeles (with County approval tied to specific County performance terms related to its existing 75-year ground lease, as its premises shall be amended to incorporate the area of the Commons project permanent improvements constructed upon the South Lawn, among others); and

WHEREAS, License II, upon the authorization of OEPM, will provide for the demolition of certain existing State improvements on the Phase I Site and for the construction of Commons permanent Museum improvements, currently loosely depicted on the attached Exhibit B, within said Phase I Site; and

WHEREAS, the OEPM consents to Licensee entering the property to utilize the Phase I Site and Phase II Site to undertake its Phase I Activities and Phase II Activities, under the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this License I, and the mutual promises and covenants contained herein, this temporary License I is granted subject to the following terms and conditions:

1. **Grant of License** – State hereby grants to Licensee, its employees, agents, consultants, representatives, invitees, and contractors use of the Phase I Site, an area approximately 35'x 298', 10,430 square feet of ground, and Phase II Site, an area of approximately 25'x298', 7,450 square feet of ground, of the northwestern portion of the South Lawn as depicted on Exhibit A for the temporary placement of construction trailers, staging, storage, and laydown in support of its Commons construction activities.

Access to the Phase I Site and the Phase II Site shall be from Bill Robertson Lane, from the County Museum of Natural History ground lease property as applicable, or as otherwise over the South Lawn as designated by OEPM:

- a. Licensee has agreed in order to accommodate the 2021 USC Football Season, the access and utilization of the northwestern portion of the South Lawn will be implemented in two phases:
 - Phase I: Effective October 18, 2021, Licensee will place the temporary fencing along the perimeter of the Phase I Site as depicted on the attached Exhibit C; and
 - Phase II: Effective December 1, 2021, through its construction contractor shall expand the temporary fence to include the perimeter of the Phase II Site as depicted on Exhibit C.
- b. Licensee's usage of Phase I and II Sites will be secured with a chain link construction fence, covered with a green screen and installation of fence banners to reflect renderings and community reflections of the proposed completed Commons.
- c. Licensee shall ensure that the fencing and green screen are kept free and clear of any unnecessary or unauthorized signage, graffiti, street art, and vandalism and Licensee shall keep the fencing and green screen in good repair and condition.
- d. Certain state property located on or near the northerly perimeter of the Phase I Site shall be temporarily removed by Licensee to allow for the Commons construction activities. More specifically 2 light standards and an Exposition Park wayfinding sign. If so requested by OEPM, Licensee shall with OEPM to identify an alternate Exposition Park site for the temporary relocation and installation of the wayfinding sign. Licensee shall transport 2 light standards and if needed, the wayfinding sign to a location identified by OEPM within Exposition Park for temporary storage. Should the Commons provide for new replacement light standards and/or a new wayfinding sign to be reinstalled on the Phase I Site, as both light standards and signage designs are authorized by OEPM, then the relocated light standards shall either remain where they were relocated or disposed of as so directed by OEPM. If the wayfinding sign was temporarily relocated and installed at another site, Licensee shall remove

the sign, restore the earth disturbed, and transport the sign to a location authorized by OEPM. All activities related to the removal and reinstallation of the 2 light standards and wayfinding sign shall be at the sole cost and expense of Licensee.

Licensee shall work with OEPM staff to coordinate the shut-off of and re-energizing of the electrical systems supplying the items being temporary relocated.

- e. Licensee, shall be solely responsible for securing the Phase I Site and Phase II Site upon the Phase I Effective Date and Phase II Effective Date and shall provide for Site security at its sole cost and expense at all times during the term of License I. Licensee shall ensure that its security service coordinates with OEPM and does not adversely impact the Exposition Park security team activities and responsibilities. Licensee shall take measures to ensure reasonable and safe pedestrian circulation around the Phase I Site and Phase II Site.
- f. Licensee, through its construction contractor, will utilize all construction means and methods to mitigate against noise, light, and dust pollution during construction of the Commons.
- g. Licensee, at its sole cost and expense, shall be responsible for the provision any and all utilities necessary for the Phase I and Phase II Sites during the term of this License I.
- h. Licensee will coordinate with OEPM staff to reroute irrigation to the South Lawn during the use of the Phase I and Phase II Sites and reinstall irrigation, at Licensee's sole cost, after the northwestern portion of the South Lawn is no longer needed by Licensee.
- i. Licensee, at its sole cost and expense, shall ensure that any trees currently located within the Phase I and Phase II sites and any trees on the South Lawn impacted by the temporary relocation of the irrigation system are properly protected and cared for. Licensee shall replace in kind any trees that are irreparably damaged or die within the Phase I Site, Phase II Site, or the South Lawn as the South Lawn is impacted by the temporary relocation of the irrigation systems or Lessee Commons construction activities.

2. **Property Access Right** – The Construction and Access Rights shall be subject to all existing contracts, leases, licenses, encumbrances, covenants and claims which may affect the South Lawn. Licensee shall have the sole responsibility for contracting and encumbering all contractual obligations necessary to exercise the Construction and Access Rights.

Use of said roads or routes by Licensee shall be restricted to that use reasonably necessary in connection with Licensee's activities identified herein.

Licensee shall not consent to the use of any of said roads or routes by members of the public without approval of State.

Access rights granted by this License I may be restricted by OEPM in the event that emergency conditions are occurring at Exposition Park.

3. **Laws and Regulatory Agency Permits** – This License I is expressly conditioned upon Licensee obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Commons and Licensee's access to the South Lawn, and upon Licensee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all California Exposition and State Fair regulations. This License I is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the South Lawn.

Prior to commencement of any work, Licensee shall obtain all such legally required permits or approvals and submit to State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, as applicable.

4. **Term** - This License I shall commence October 18, 2021 and will end March 31, 2022 or upon execution of the License II, whichever occurs earliest but in no event beyond March 31, 2022.

This License I may be extended by mutual written agreement of the Parties prior to its termination date. Licensee shall notify OEPM by written notice 30 days prior to the expiration of License I should there be an unanticipated need to extend the usage of the identified portion of the South Lawn for longer than the Access Term, due to circumstances beyond Licensee's control. Approval of such an extension will not be unreasonably withheld

5. **Payment Consideration** – There is no payment consideration for this License I due at this time for DGS administrative costs or South Lawn utilization in order to provide for preparation of the construction area on an expedited schedule, to afford the necessary time for the State and County of Los Angeles to develop and fully approve License II, and for development of the License I and License II remuneration which will be paid at the time of execution of License II. Payment as determined for License I shall be immediately due and payable if the Commons does not move forward beyond its Phase I or its Phase II Activities as applicable.

6. **Early Termination** – State shall have the absolute right to revoke this License I for any reason upon 30 days written notice to Licensee. Written notice to Licensee may be accomplished by electronic or paper transmission. The notice period set forth in this paragraph shall begin on the date of the electronic transmission, or, if sent by mail, on the date of delivery. If Licensee is in breach of the Permit or owes money to State pursuant to this License I, any prepaid monies paid by Licensee to State shall be held and applied by State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit State's exercise of its legal and equitable remedies.

7. **Cooperation** - Licensee agrees to coordinate its access with the OEPM Facilities Office names below at least 24 hours prior to its entries upon the Phase I Site and Phase II Site for any of the purposes hereinabove set forth to minimize any impairment of access to the South Lawn and any inconvenience to or disruption of State's business on the South Lawn. Licensee shall provide Licensee's contact information to State with written notice of Licensee's intent to enter the Phase I Site and Phase 2 Site. Licensee shall also notify State's contact in writing at least 24 hours prior to any change in the Commons schedule or cessation or completion of work. Should State personnel need to contact Licensee, State shall notify Licensee's contact person listed below:

State:

Office of Exposition Park Management
Attn: Vanessa Esparza
700 Exposition Park Drive
Los Angeles, CA 90037
Ph. (213) 280.8057
Email: Vanessa.Esparza@expositionpark.ca.gov

Licensee:

Natural History Museums of LA County
Attn: Dawn McDivitt
900 Exposition Boulevard
Los Angeles, CA 90007
Ph. 213-763-3303
Email: dmcdivitt@nhm.org

8. **Authorized Work** – In no occurrence shall this License I authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances,

whether or not authorized by any regulatory agency, other permit or any person or entity other than State shall work exceed that which is authorized by this License I.

Licensee may only use such temporary equipment within Phase I Site and Phase II Site that is reasonably necessary to exercise Licensee's rights under this License I. Licensee agrees to remove all such temporary equipment from the License Area within twenty-four (24) hours of completion of work.

9. **Hold Harmless Indemnification** - Licensee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of its rights under this License I, and Licensee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Licensee of its rights under this License I, except those arising out of the sole negligence of State.
10. **Liens** - Licensee shall keep the State property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Licensee and shall indemnify, hold harmless and defend State from any such liens and encumbrances arising out of any work performed or material furnished by or at the direction of Licensee or contractors of Licensee. Notice is hereby given that the State shall not be liable for any work or materials furnished to Licensee on credit and no mechanic's lien or other lien for any such work or materials shall attach to or affect State's interest in its property based on any work or material supplied to Licensee or anybody claiming through Licensee. Licensee shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien. State shall have the right at all times to post and keep posted on its property any notices permitted or required by law or that State deems proper for its protection, and the protection of its property from liens.
11. **Contractor Permits** - Licensee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Licensee shall be responsible for ensuring contractor/subcontractor comply with the terms and conditions contained herein. Failure of Licensee's contractors to abide by State's terms and conditions shall constitute default by Licensee (see Default paragraph below) allowing State to terminate this License I and seek all legal remedies.
12. **Default** – In the event of a default or breach by Licensee of any of the terms or conditions set forth in this License I, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
 - a. Maintain this License I in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Licensee's right to access to the Phase I Site and Phase II Site, regardless of whether Licensee has abandoned the Commons; or
 - b. Immediately terminate this License I upon giving written notice to Licensee, whereupon Licensee shall immediately cease Commons construction on the State property and remove or abandon in place all of Licensee's equipment and other personal property from the State property. In such event, State shall be entitled to recover from Licensee all

damages incurred or suffered by State by reason of Licensee's default, including, but not limited to, the following:

- i. any amount necessary to compensate State for all the detriment proximately caused by Licensee's failure to perform its obligations under this License I, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the South Lawn, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
- ii. at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

13. **Right to Cure Default** – At any time after Licensee is in default or in material breach of this License I, State may, but shall not be required to, cure such default or breach at Licensee's sole cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Licensee to State at the time the sum is paid.

14. **Property Restoration** – As provided for herein, Licensee making any entry, performing any work completing the Commons scope of work, Licensee shall conduct the same in such manner as will cause the least injury to the surface of the ground, the area of the improvement or work, and all such work and any other work conducted or materials furnished with respect to the State property and as applicable, property refurbishment or restoration by and for OEPM, shall be paid for by the Licensee as its sole cost and expense.

Licensee shall replace the South Lawn area earth so removed by it and restore the surface of the ground and any improvement thereon, including but not limited to the repair/replacement of appurtenant sidewalks, walkways, grass, and turf to as near the same condition as they were immediately prior to commencement of Licensee's activities pursuant to this License I as is practicable; excepting therefrom, the Commons project permanent improvements constructed upon the South Lawn as provided for herein.

15. **Damages** – State assumes no liability for loss or damage to property or injuries to or deaths of Licensee's employees, agents, consultants, representatives, invitees, and contractors by reason of the exercise of privileges given under this License I, unless loss or damage to property or injuries to or deaths of Licensee's its employees, agents, consultants, representatives, invitees, and contractors is caused by the sole negligence of the State, State's agents or representatives.

16. **Insurance** – Licensee shall furnish a certificate of insurance issued to State with amounts of Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000. The policy must include State of California, its officers, agents and employees as additional insureds ("State").

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California, its officers, agents, and employees as additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

For Workers' Compensation, a separate policy as required by law, together with a "Waiver of Subrogation" in favor of the State.

The evidence of coverage for the above policies is to be delivered to the State with the signed License I prior to final execution of this License I by State. Said evidence of coverage shall be issued by an insurance company with a minimum AM Best Insurance Guide rating of A- (A minus) or better.

It is agreed State shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to State. Licensee agrees that the insurance herein provided for shall be in effect at all times during the term of this License I.

In the event that said insurance coverage expires or is terminated at any time or times during the term of this License I, Licensee agrees to provide State, at least thirty (30) days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided for herein.

If Licensee is self-insured, it must provide State with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance and Licensee shall provide State with written acknowledgement of this fact at the time of the execution of this License I. Licensee shall thereafter, provide State with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this License I specified herein. If at any time after the execution of this License I, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact.

If Licensee fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, immediately terminate this License I upon the occurrence of such event.

17. **Right to Halt Work** – State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Licensee, in the event State determines that any provision of this License I has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or State's personnel, or to the natural or cultural resources of the OEPM.

18. **Property Protection** – Licensee shall protect the South Lawn, including all improvements and all natural and cultural features thereon, at all times, at Licensee's sole cost and expense, and Licensee shall strictly adhere to the following restrictions:

- a. Licensee shall not place or dump garbage, trash or refuse anywhere upon or within the South Lawn, or within any State maintained receptacle. Licensee shall provide self-contained trash receptacles to be kept within the fenced staging area, not available to the public. Trash shall be emptied frequently enough so as not to cause unpleasant odors or overflows.
- b. Licensee their agents, or contractors shall not utilize State's restrooms during construction hours. Licensee shall provide its own restrooms that are to be kept within the fenced staging area and not made available to the public. The restrooms are to be maintained frequently enough so as not to cause an unpleasant odor.
- c. Licensee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition, or nuisance in, on, under, above or adjacent to the South Lawn.

- d. Licensee shall not cut, prune, or remove any vegetation upon the South Lawn, except as identified in the Commons description and otherwise herein permitted or subsequently approved in writing by State.
 - e. Licensee shall not disturb, move, or remove any rocks or boulders upon the South Lawn, except as identified in the Commons description and herein permitted or subsequently approved in writing by State.
 - f. Licensee shall not grade or regrade, or alter in any way, the ground surface of the South Lawn, except as herein permitted, or subsequently approved in writing by State.
 - g. Licensee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the South Lawn except as herein permitted, or subsequently approved in writing by State.
 - h. Licensee shall exercise due diligence to protect the South Lawn against damage or destruction by fire, vandalism and any other causes.
19. **Right to Enter** – At all times during the term of this License I and any extension thereof, State, its agencies, contractors, agents, employees, representatives, invitees or licensees, expressly retain the right at any and all times, and any and all places, to temporarily enter upon the Phase I and Phase II Sites to survey, inspect, or perform any other lawful purposes. Licensee shall not interfere with State's right to enter the property.
20. **Counsel Review** - By their respective signatures below, each Party hereto affirms that they have read and understood this License I and have received independent counsel and advice from their attorneys with respect to the advisability of executing this License I.
21. **Assignment and Subletting** – This License I shall not be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntarily or involuntarily or by operation of law, nor shall Licensee let, sublet or grant any license or permit with respect to the use and occupancy of the Phase I Site and Phase II Site or any portion thereof, without the prior written consent of State.
22. **Amendments** - This License I may be amended, changed, or modified only by written agreement executed by the Licensee and State. No waiver or any provision of this License I will be valid unless in writing signed by the Parties charged therewith.
23. **Reliance on Investigations** – Licensee declares that it has made such investigation of the facts pertaining to this License I, the South Lawn and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this License I. Licensee acknowledges that State has made, and makes, no representations or warranties as to the condition of the South Lawn, and Licensee expressly agrees to accept access to the property in it's as-is condition in connection with construction of the Commons as herein provided.
24. **Headings** – The section headings contained in this License I are for reference purposes only and shall not affect the meaning or interpretation of this license.
25. **Separate Counterparts** – This License I may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures,

the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

26. **Choice of Law** – This License I will be governed and construed by the laws of the State of California.
27. **Authority to Sign** – The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this License I, and the attendant documents provided for herein, and this License I and said additional documents are, accordingly, binding on said person or entity.
28. **Entire Agreement** - The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License I contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties have executed this License I by their duly authorized representatives.

STATE

OFFICE OF EXPOSITION PARK
MANAGEMENT, an entity within the
6th DAA, a State institution under the
Natural Resources Agency

By: Esparza, Vanessa@OEPM
Digitally signed by
Esparza, Vanessa@OEPM
Date: 2021.10.15 08:28:04
-07'00'

Name: **Vanessa Esparza**
Title: Acting General Manager

LICENSEE

LOS ANGELES COUNTY MUSEUM OF
NATURAL HISTORY FOUNDATION,
a California non-profit corporation

By: Dawn McDivitt

Name: **Dawn McDivitt**
Its: Chief Deputy Director

Approved by:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
ANA M. LASSO, DIRECTOR

By: _____

Michael Butler
Chief, Real Property Services Section

Exhibit "A"

Construction Fenceline Phasing Plan

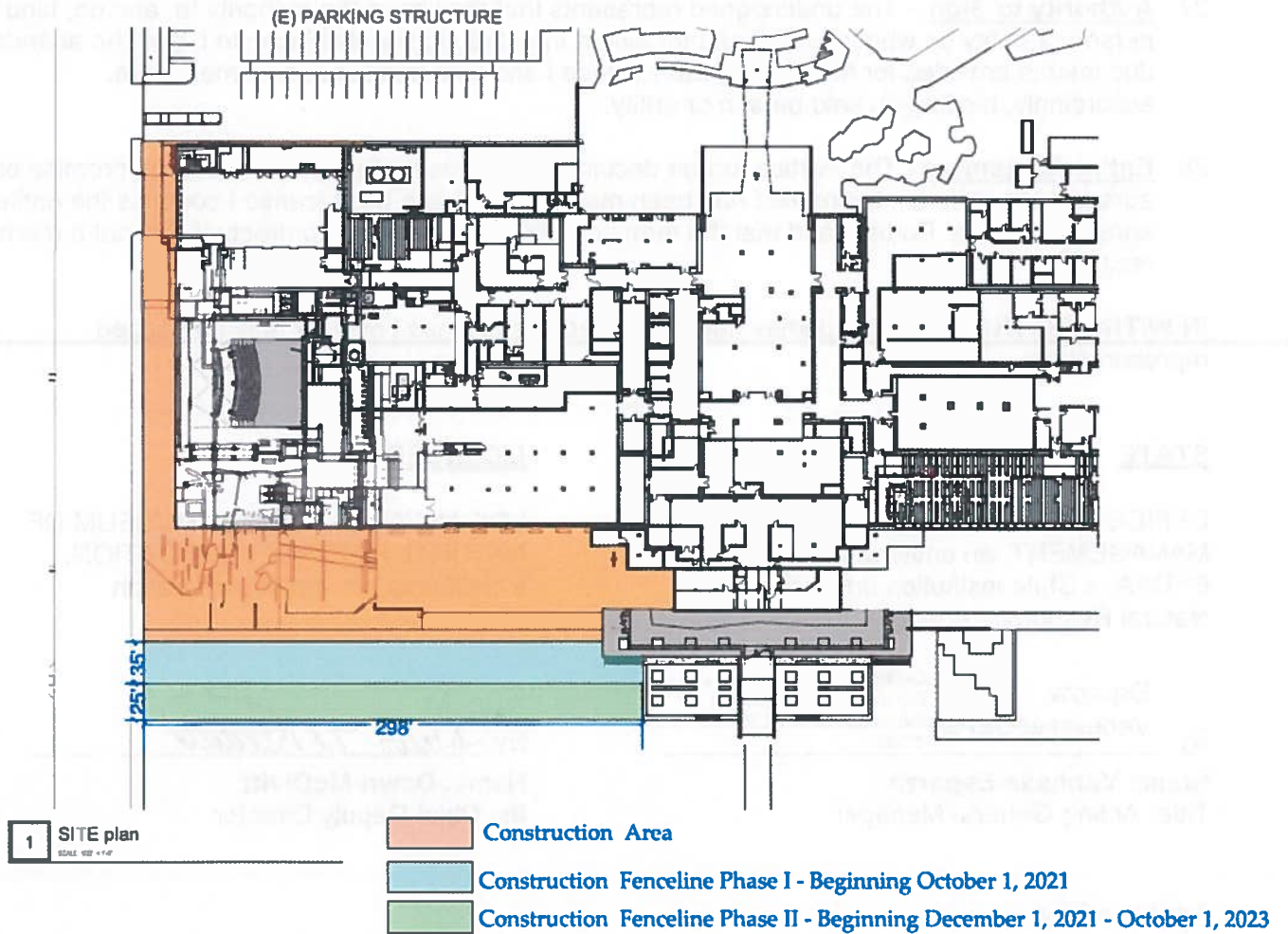


Exhibit “B”

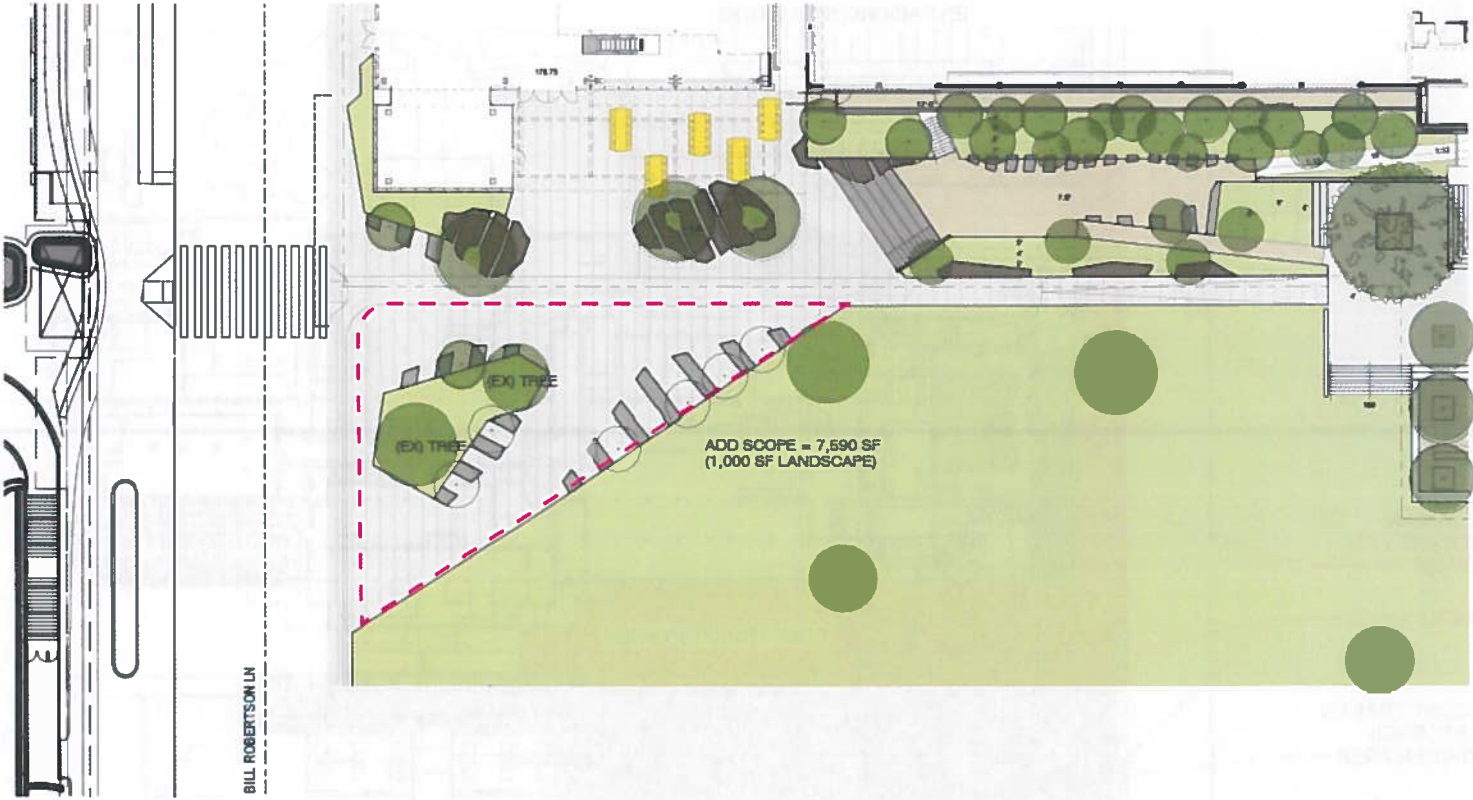


Exhibit "C"

