



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 28, 2020

IN REPLY PLEASE
REFER TO FILE: **SMP-2**

Director of Business Services
Grace Community Church
13248 Roscoe Boulevard
Sun Valley, CA 91352

TUJUNGA WASH-PARCELS 714X.1, 714X.2, AND 715X.1 THIRTY (30)-DAY NOTICE TO TERMINATE RENTAL AGREEMENT NO. 01-18

In accordance with General Provision C of Rental Agreement No. 01-18 ("Agreement," copy enclosed) between the Los Angeles County Flood Control District and Grace Community Church (Grace), the District is exercising its right to terminate the Agreement by giving a minimum of 30-day written notice of intention to terminate. Please be advised that by this notice, the District will hereby terminate the Agreement effective October 1, 2020. Accordingly, pursuant to the Agreement, Grace shall vacate and remove all of its improvements and personal property placed on the premises (as defined in the Agreement) on or before October 1, 2020. If Grace fails to vacate the premise as required, the District may enter the premises and remove Grace's personal property in accordance with the Agreement and applicable law, and Grace will be responsible for any resultant expenses incurred by the District. Any improvements, including fencing, that are not removed will become the property of the District at its option. Effective October 2, 2020, or thereafter, the District will secure the premises.

Per Civil Code Section 1946, please be advised of the following:

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

Quarterly rent, which is required to be paid in advance, in the amount of \$24,904.23 (or \$8,301.41 per month) is currently due on or before September 2, 2020. However, in light of the termination of the Agreement as provided for herein, please be advised that Grace shall only be required to make a rent payment for the 1-month period from

August 28, 2020
Page 2

September 2 to October 1, 2020. In the event that Grace has not already submitted the quarterly rent payment to the District, please only remit payment in the amount of \$8,301.41 for the applicable 1-month rent period. If Grace has already remitted the quarterly rent payment, the District will promptly process and return a pro rata refund of the applicable amount to Grace.

The District reserves all rights under the Agreement and under applicable law.

If you have any questions or require additional information, please contact me at (626) 458-7000 or jsparks@pw.lacounty.gov. Our office hours are Monday through Thursday from 7 a.m. to 5:45 p.m.

Very truly yours,

MARK PESTRELLA
Director of Public Works



JAMES T. SPARKS
Assistant Deputy Director
Survey/Mapping & Property Management Division

JTS:ec
P:\MPPUB\ADMIN\EMILY\SMP-2\DAYNA\CM-GRACE COMMUNITY CHURCH TERMINATION NOTICE.DOCX

Enc.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Project Tujunga Wash
Right of Way Parcel(s) 714x1, 714x2 and 715x1
Right of Way Map No. 11-RW 31.1
Assessor Parcel(s) No(s). 2304-6-900 & 2634-1-900
Thomas Guide page/grid. 532 D2

RENTAL AGREEMENT

BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT".

AND

GRACE COMMUNITY CHURCH, hereinafter referred to as "TENANT",

WITNESSETH

WHEREAS, the DISTRICT is owner of that certain property generally located between Cantara Street and Truesdale Street in the City of Los Angeles; and

WHEREAS, TENANT leased said property under Lease Agreement No. 65037, which expired on July 2, 2001;

WHEREAS, TENANT has paid rent under Lease Agreement No. 65037 through September 1, 2001

WHEREAS, TENANT desires to continue renting said property for vehicular parking and ingress and egress purposes;

NOW THEREFORE, the DISTRICT, for and in consideration of the performance of the covenants and agreements hereinafter agreed to be kept and performed by the TENANT, and upon the following terms and conditions, hereby rents to TENANT, and the TENANT hereby hires and takes of and from the DISTRICT that certain property in the City of Los Angeles,

County of Los Angeles, State of California, as shown in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as PREMISES.

1. The rental of the PREMISES is on a month-to-month basis commencing on September 2, 2001 (September 2 shall hereinafter be referred to as Anniversary Date). TENANT has prepaid rent for the first twelve (12) months in the amount of Thirty One Thousand Four Hundred Fifty Eight and no/100 dollar (\$31,458.00) based on a rental rate of \$2,621.50 per month.

Subsequent rent payments shall be prepaid annually on or before the Anniversary Date. Payment shall be made to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and be sent to:

DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460

The rental rate shall be adjusted in accordance with General Provision K hereof.

All payments shall refer to TENANT's name and Rental Agreement No. 01-18.

A late charge of ten percent (10%) shall be applied to the delinquent rent if full payment is not received by the DISTRICT within thirty (30) days following the date such payment is due. An additional ten percent (10%) penalty will accrue for each 30 day period on the outstanding balance until full payment is received.

2. The PREMISES shall be used solely for the purpose of vehicular parking and ingress and egress and no other. TENANT shall not construct any improvement on the PREMISES unless TENANT is in compliance with General Provisions L and M herein.
3. TENANT understands and agrees that this Rental Agreement merely provides TENANT with the required right of way and DISTRICT does not warrant the PREMISES is suitable for TENANT's intended purposes.
4. TENANT acknowledges that this Rental Agreement is not assignable.
5. General Provisions A through O are attached hereto and, by this reference, made a part hereof.

Rental Agreement No. 01-18

IN WITNESS WHEREOF, said DISTRICT, a body corporate and politic, as authorized by Los Angeles County Code Title 2, Division 2, Chapter 2.18, et seq., and attested to by the County Clerk and the TENANT, by its duly authorized representative(s), have caused this Rental Agreement to be executed.

"DISTRICT"

"TENANT"

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

GRACE COMMUNITY CHURCH OF
THE VALLEY, a California non-profit
religious corporation

By: Greg Kelley
Greg Kelley

By: [Signature]

Its: Director of Business Services

Its: Assistant Deputy Director

Date: July 17, 2001

Date: July 25, 2001

By: [Signature]

Its: Senior Associate Pastor

Date: 7/17/2001

Address: 13248 Roscoe Boulevard
Sun Valley, CA 91352

ATTEST:

CONNIE B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By: Wanda C. Hinkley
Deputy



ACKNOWLEDGMENT FORM

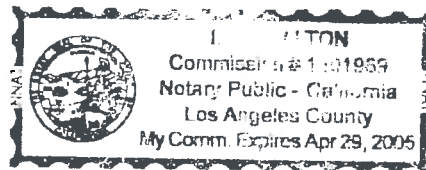
STATE OF California)
) ss.
COUNTY OF Los Angeles)

On July 17, 2001 before me, E. A. Walton
the undersigned personally appeared Dan Rieder (Director of Business Services) and
Tom Pennington (Senior Associate Pastor)
(insert name and title)

personally known to me (or 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.

WITNESS my hand and official seal.

E.A. Walton
Signature
E. A. Walton
(Name, Typed or Printed)



(Seal)

NOTARIES ATTACH ADDITIONAL OR OTHER FORMS IF REQUIRED

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____ personally known to me (or 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

APPROVED as to title and execution.
_____, 20____
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division
MARTIN J. YOUNG
Supervising Title Examiner III

By _____

GENERAL PROVISIONS

- A. TENANT shall arrange and bear the cost of any site preparation, installation of utilities, treatment of surface, enclosure of PREMISES, insurance premiums, utility bills, and other costs of any nature whatsoever, which are necessary in connection with or appurtenant to the operation and maintenance of PREMISES as used by the TENANT. No credit will be allowed by DISTRICT for the cost of any such expenditures, work performed, or ordered done by TENANT.
- B. TENANT may terminate this Rental Agreement at anytime by giving DISTRICT no less than thirty (30) days' written notice of intention to terminate. However, the termination shall not be effective unless TENANT has complied with all of the following:
- Vacated the PREMISES.
 - Removed all improvements TENANT has constructed or placed upon the PREMISES, if applicable.
 - Moved DISTRICT's fence back to its original location, if applicable.
 - Restored the PREMISES to as good a condition as existed on the day possession of PREMISES was taken by TENANT, allowing for the ordinary wear and tear associated with the normal usage during occupancy and to reimburse DISTRICT for any damage done to the PREMISES.
- C. DISTRICT may terminate this Rental Agreement at anytime by giving TENANT no less than thirty (30) days' written notice of intention to terminate. Upon receipt of such notice, TENANT shall vacate the PREMISES as required herein. TENANT agrees that should it fail to vacate as herein provided, the DISTRICT or its authorized agents may enter upon said PREMISES and remove TENANT's personal property therefrom, and in this event, TENANT waives any and all claims for damages against the DISTRICT, its officers, agents, or employees. TENANT shall reimburse DISTRICT for all expenses incurred by DISTRICT plus maximum interest allowed by law accruing from the day DISTRICT incurred the expenses until such time as the principal and interest are fully paid by TENANT. Nothing herein shall be deemed a waiver of any rights of the DISTRICT to demand and obtain possession of the PREMISES in accordance with law in the event TENANT violates any part of any of the terms or conditions herein.
- D. It is understood and agreed to be part of the herein consideration that DISTRICT may temporarily suspend or terminate the Rental Agreement without notice to TENANT in



order to allow the performance by DISTRICT, its officers, agents, and employees, of emergency work necessary to protect life or PREMISES from impending flood damage. In the event DISTRICT exercises such right, DISTRICT will credit TENANT's account a prorated share of the prepaid rent based on the time period DISTRICT has possession of the PREMISES.

- E. TENANT shall keep PREMISES and any improvements it constructed or placed on PREMISES in good working order and maintain such in a neat, clean, and orderly condition at all times during occupancy and not permit graffiti, rubbish, tin cans, garbage, etc., to accumulate, nor to use or allow use of PREMISES for any illegal or unauthorized purposes, and to comply with all State Laws and local ordinances concerning PREMISES and the use thereof.
- F. It is understood and agreed that DISTRICT shall not be responsible for any damage to PREMISES or injuries to persons which may arise from or be incidental to the use and occupation of PREMISES, or for damages to the property of TENANT, or for injuries to the person of TENANT, TENANT's agents, servants, successors, subtenants, invites, or others who may be on PREMISES at anyone's invitation, arising from or incidental to the use of PREMISES by the TENANT or anyone under the TENANT or the DISTRICT, and/or its agents, contractors, employees or assigns. TENANT agrees to indemnify, defend, and hold the DISTRICT harmless from any and all such claims, including defense costs and legal fees.
- G. In the event there is any prior lease or rental agreement existing between the TENANT and DISTRICT covering the PREMISES, it is understood and agreed that this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the commencement date of this Rental Agreement.
- H. This Rental Agreement may create a possessory interest upon which a property tax may be levied. In such event, TENANT shall pay before delinquency all such taxes or assessments.
- I. Without limiting TENANT's indemnification of the DISTRICT, TENANT shall at its own expense take out and maintain in force, at all times during the term of this Rental Agreement, a policy or policies of insurance covering PREMISES. As a minimum, the policy shall meet the following criteria:



Rental Agreement No. 01-18

- Has coverage for comprehensive general liability and property damage in the amount not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence.
- The COUNTY OF LOS ANGELES and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, its governing board, officers, and employees shall be named as Additional Insured on all policies of liability insurance.
- This Rental Agreement No. 01-18 is included as part of the insured premises.

All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. Prior to the commencement date of this Rental Agreement, TENANT shall furnish to DISTRICT a copy of the policy of insurance evidencing TENANT's insurance coverage.

Upon renewal of any of the policies of insurance, TENANT shall furnish to DISTRICT a Certificate of Insurance evidencing TENANT's continued insurance coverage. The DISTRICT shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of such policy.

In the event any of the policies is changed or if the insurance carrier is changed, TENANT shall provide DISTRICT a copy of the replacement policy meeting the minimum requirement as above noted.

- J. TENANT expressly acknowledges that TENANT is a post acquisition tenant, and shall not be entitled to any claim of status as a "displaced person" as such is defined in Section 7260(c) of the Government Code of the State of California. TENANT hereby acknowledges TENANT's ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7277, inclusive, as interpreted in California Administrative Code as it exists or as it may be amended.
- K. Except for those years affected by the reappraisal as specified below, every year this Agreement is in full force and effect, rent for the current 12-month period (Current Rent) shall be adjusted based on changes in Consumer Price Index for All Urban Consumers for the Los Angeles -Riverside-Orange County, California region, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the amount of rent for the upcoming 12 months (New Rent).

The New Rent shall be calculated by multiplying the then Current Rent by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date (Current Index) and the denominator shall be the Index for



the month ending ninety (90) days prior to the previous Anniversary Date (Previous Index). The formula for calculation is shown below:

$$\text{Current Rent} \times [\text{Current Index}/\text{Previous index}] = \text{New Rent}$$

If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then TENANT and DISTRICT shall accept such substituted index for future rent calculations. If no such government index is offered as a replacement, the DISTRICT and TENANT shall mutually select a percentage for calculating future annual adjustments.

The New Rent shall never be an amount less than the Current Rent.

At the beginning of the sixth Anniversary Date and every five years thereafter, rent due under this Rental Agreement shall be based upon a reappraisal to be conducted by DISTRICT at no cost to TENANT. Notwithstanding the reappraisal, the New Rent shall never be an amount less than the previous year's rent.

TENANT's continued occupancy of the PREMISES on and after the effective date of the rental adjustment shall constitute TENANT's agreement to remain in possession subject to New Rent.

- L. TENANT shall not commence nor permit any construction or the placement of any improvements or other structures on or within PREMISES without first submitting plans and specifications for advance written approvals by the DISTRICT.
- M. TENANT agrees to keep and perform the provisions contained in any permit issued or to be issued to TENANT by DISTRICT.
- N. DISTRICT may, at its sole discretion, enter PREMISES to conduct Environmental Site Assessments. Upon review of such Assessments, DISTRICT may, at its sole discretion, terminate this Rental Agreement consistent with either General Provision C or D as determined by DISTRICT.

TENANT shall bear any and all responsibility, expense, and liability incurred in the cleanup and treatment of any hazardous materials or condition found on the PREMISES caused by TENANT's use, storage, or treatment of any hazardous materials on/or within the PREMISES.

- O. Each County Lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by TENANT, shall fully comply with the County Lobbyist Ordinance, Los

Handwritten initials and a signature in black ink, located at the bottom right of the page next to the text 'Tenant's & District's Initials'.

Rental Agreement No. 01-18

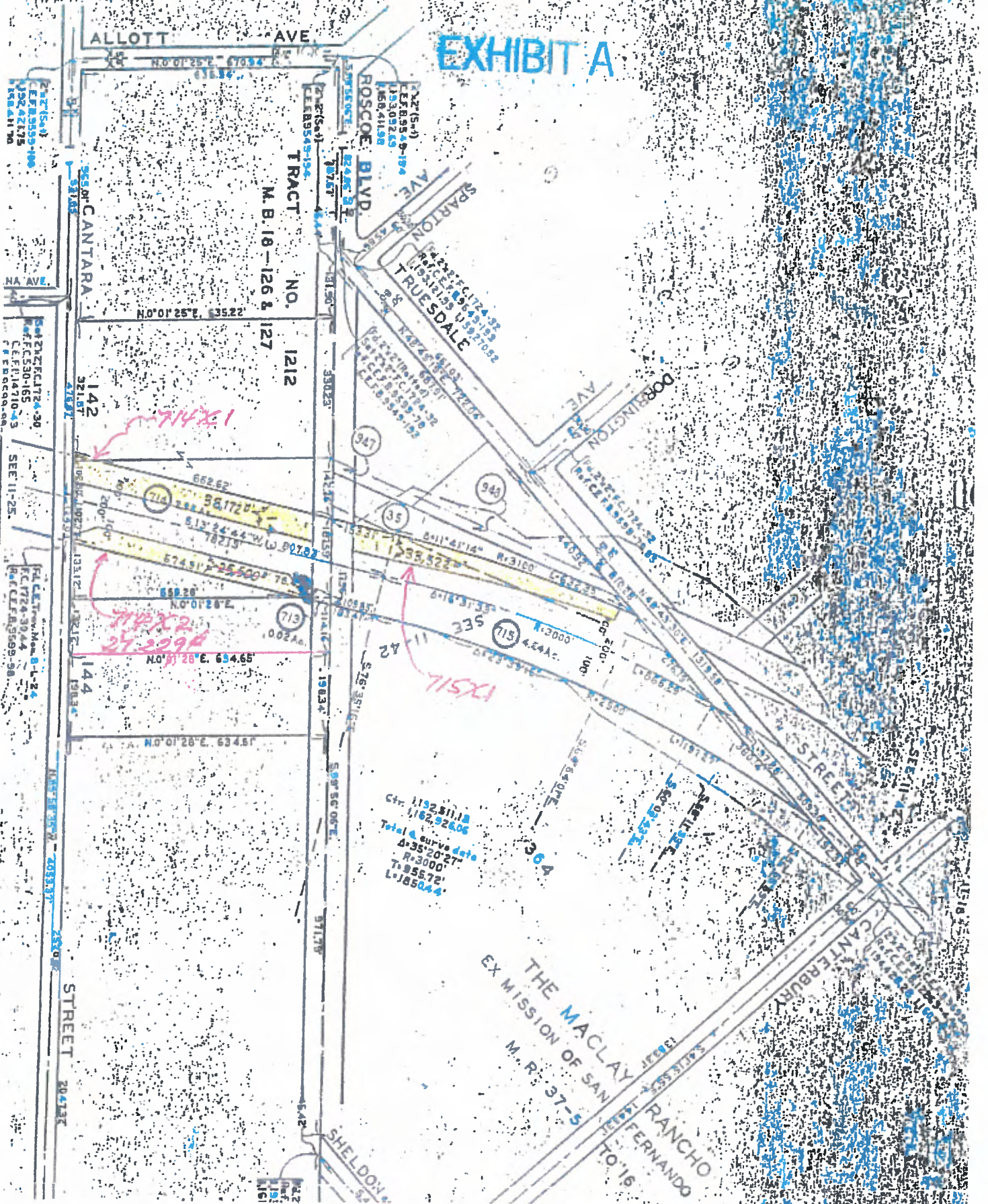
Angeles County Code Chapter 2.160. Failure on the part of any Lobbyist retained by TENANT to fully comply with the County Lobbyist Ordinance, shall constitute a material breach of this Rental Agreement upon which the DISTRICT may terminate or suspend this Agreement.

D:\MyFiles\GraceRA.wpd

8 Tenant's & District's Initials

A handwritten signature or set of initials in black ink, consisting of several overlapping loops and lines, positioned to the right of the text 'Tenant's & District's Initials'.

EXHIBIT A



Cur. 1132,811.18
1162,926.06
Total & curve data
Δ 35°20'27\"/>
R=3000'
T=955.72'
L=1850.44'

TRACT 142

TRACT 144

THE MACLAY RANCHO
EX MISSION OF SAN FERNANDO
M. R. 37-5 TO 16