

**CITY OF LOS ANGELES HARBOR DEPARTMENT
PORT OF LOS ANGELES
TEMPORARY ENTRY AND USE PERMIT**

NO. 1505

The Executive Director of the Los Angeles Harbor Department hereby grants a non-exclusive license to:

NAME: MEADOW LAKE, LLC.
ADDRESS: 2756 LOCKSLEY PLACE
LOS ANGELES, CA 90039
CONTACT PERSON: ANN LE
TELEPHONE NUMBER: (323) 481-5966

(hereinafter called "Permittee") to occupy and use the property (hereinafter called "premises"), in an as-is and where-is basis, within the Harbor District described as, **Location 1)** Open paved lot located at the Outer Harbor at Berths 47-49, in San Pedro (as depicted in Exhibit A); **Location 2)** Open paved, gravel and grass parking area located at 210 E. 22nd Street, in San Pedro (as depicted in Exhibit B); **Location 3)** Open paved lot located at the northwest corner of 22nd and Miner Street, in San Pedro (as depicted in Exhibit B); and **Location 4)** 10,000 square feet of warehouse space located at Berth 55, in San Pedro (as depicted in Exhibit B); subject to the terms and conditions contained in this permit.

- 1. USE:** The premises shall be used in the following manner: **Location 1)** Site to temporarily erect pre-built scenic elements, buildings, scaffolding structures, installation of lighting, video and sound equipment, concession stands, portable toilets, and other related equipment as part of an immersive entertainment event; **Locations 2-3)** Locations for event overflow public parking and shuttle services; and **Location 4)** Location for construction and storage of scenic elements; and not for any other purpose without the prior written consent of the Executive Director.
- 2. TERM:** Permittee may use the premises pursuant to this permit as follows: **Location 1)** October 1, 2015 through March 31, 2016; **Locations 2-3)** October 14, 2015 through March 27, 2016 (Thursdays through Sundays only); and **Location 4)** October 1, 2015 through October 21, 2015.
- 3. COMPENSATION:** For using the premises pursuant to this permit, Permittee shall pay the following to the Harbor Department as rental for the use of the premises and for Port Police resources:

- (a) October 2015: Permittee shall pay One Hundred Nine Thousand and Five Hundred Eighty-six Dollars (\$109,586) for use of Locations 1-4.
 - (b) November 2015: Permittee shall pay One Hundred Seven Thousand and Sixty-six Dollars (\$107,066) for use of Locations 1-3.
 - (c) December 2015: Permittee shall pay One Hundred Seven Thousand and Sixty-six Dollars (\$107,066) for use of Locations 1-3.
 - (d) January 2016: Permittee shall pay One Hundred Nineteen Thousand and Eight Hundred Fifty Dollars (\$119,850) for use of Locations 1-3.
 - (e) February 2016: Permittee shall pay One Hundred Nineteen Thousand and Eight Hundred Fifty Dollars (\$119,850) for use of Locations 1-3.
 - (f) March 2016: Permittee shall pay One Hundred Nineteen Thousand and Eight Hundred Fifty Dollars (\$119,850) for use of Locations 1-3.
 - (g) Permittee shall also pay a Five Thousand Dollars (\$5,000) refundable restoration/breakage deposit to the Harbor Department;
4. **ADDENDA:** An addendum with numbered paragraphs 23 through 37 inclusive, are attached and made a part of this permit.
5. **CANCELLATION:** The Executive Director and Permittee have the right to cancel this permit at any time by providing 30 days written notice to Permittee or Executive Director, and this right to cancel this permit is and shall remain unconditional. Neither City, nor any board, officer or employee thereof, shall be liable in any manner to Permittee because of such cancellation, except that City will refund to Permittee any charges previously collected for the number of days Permittee is actually prevented from using the premises. Permittee understands and agrees that notwithstanding any expenditures it may have made in preparation for its use of the premises, such withdrawal from use by the Harbor Department does not entitle it or any other person to any damages.
6. **SUITABILITY:** Permittee has inspected the premises and agrees that they are suitable for the uses permitted herein. Permittee agrees that no officer or employee of City has made any representation of warranty with respect to the premises, except as described in writing and contained herein or attached hereto as an addendum.
7. **AGENCY REQUIREMENTS:** Any equipment required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Permittee's use of the premises pursuant to this permit shall be constructed, installed, or removed at Permittee's sole expense.

8. **SANITATION:** Permittee shall at all times maintain the premises in a safe, sanitary, and sightly condition under all applicable laws and regulations, and to the satisfaction of Executive Director. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted by Permittee to be or remain, and Permittee shall prevent any such material or matter from being or accumulating upon said premises.
9. **INSPECTION:** Subject to Permittee's security requirements, Executive Director and/or his representatives shall have the right to enter upon the premises and improvements constructed by Permittee at all reasonable times for the purpose of determining compliance with the terms and conditions of this permit or for any other purpose incidental to the rights of City. This right of inspection imposes no obligation upon City to make inspections nor liability for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damages to the property of Permittee or property under the control of Permittee, whether caused by fire, water or other causes. City assumes no responsibility for any shortages of cargo handled by Permittee.
10. **REMOVAL OF PROPERTY:** Upon the termination of this permit other than by forfeiture, Permittee shall quit and surrender possession of the premises to City and shall, without cost to City, remove any and all its property, and restore the premises to the same or as good condition, ordinary wear and tear and damage from casualty excepted, as the same were in at the time of the first occupancy thereof by Permittee.
11. **TIDELANDS ACT:** This permit is subject to the limitations, conditions, restrictions and reservations of the Tidelands Act, Stats. 1929, Ch. 651, as amended, and the Charter of City relating to such lands, including particularly Article VI. Permittee agrees to use the premises only in any such manner as will be consistent therewith.
12. **MARITIME ACT:** Permittee shall not use the premises or furnish any facilities or services thereon for or in connection with a common carrier by water as that term as defined in the Shipping Act, 1984, as amended, unless and until this permit has been submitted to the Federal Maritime Commission and has either been approved or determined not to be subject to said Act.
13. **NO CONSTRUCTION:** Permittee shall not construct on or alter the premises, including a change in the grade, except as described in the USE section of this permit.
14. **INDEMNIFICATION:** Except as may arise from the sole negligence or willful misconduct of City, Permittee shall at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by the City, including but not

limited to, costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Permittee, its officers, agents, employees, sublessees, licensees or invitees;

(b) Any operation conducted upon or any use or occupation of the Premises by Permittee, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Agreement or otherwise;

(c) Any act, error, omission, willful misconduct or negligence of Permittee, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;

(d) Any failure of Permittee, its officers, agents or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subsections (a) through (d) above, existing or conducted upon or arising from the use or occupation by Permittee or its invitees on any other premises within the "Harbor District," as defined in City's Charter.

Permittee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department, including but not limited to damage to or loss of City property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c), (d) and (e) above. The term "persons" as used in herein shall include, but not be limited to, officers and employees of Permittee.

15. **INSURANCE:** Permittee shall procure and maintain at its expense and keep in force at all times during the term of this permit commercial general liability insurance, including contractual liability, auto liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Permittee's normal limits of liability, but not less than Five Million Dollars (\$5,000,000) for injury or death to one person and Five Million Dollars (\$5,000,000) for injury or death to more than one person arising out of each accident or occurrence and Five Million Dollars (\$5,000,000) for property damage for each accident or occurrence. Said limits shall provide first dollar coverage and the insurance provided shall provide that any other

insurance maintained by the Department shall be excess of Permittee's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Where Permittee operates watercraft, liability coverage for such craft must be provided as above. Where Permittee provides or dispenses alcoholic beverages, coverage shall be provided as above.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under Permit No. 1505, and under any amendments, modifications, extensions or renewals of said Permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District.

"The policy to which this endorsement is attached shall provide a ten (10) days' prior written notice of cancellation for nonpayment of premium, and a thirty (30) days' prior written notice of cancellation for any other reasons to the Harbor Department's Risk Manager;

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

Acceptable Evidence and Approval of Insurance. Electronic submission is the required method of submitting Permittee's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include

standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Permittee's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Permittee's behalf.

16. **SIGNS:** Permittee shall not erect or display, or permit to be erected or displayed, on the premises any signs or advertising, made of any kind without first obtaining the written consent of Executive Director. Permittee shall post, erect and maintain on the premises such signs as Executive Director may direct.
17. **COMPLIANCE WITH LAWS:** Permittee shall comply with all applicable laws, ordinances, and regulations. In addition, Permittee shall comply immediately with any and all directives issued by Executive Director or his authorized representative under authority of any such law, ordinance or regulation. This permit shall be construed in accordance with California law.
18. **UTILITIES:** Unless otherwise provided for herein, Permittee shall pay all charges for services furnished to the premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.
19. **CONFLICT OF INTEREST:** It is understood and agreed that the parties to this permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this permit. Notwithstanding any other provision of this permit, it is further understood and agreed that if such a financial interest does exist, Executive Director may immediately terminate this permit by giving Permittee written notice thereof. Termination pursuant to this section shall not be termination by forfeiture.
20. **BUSINESS TAX REGISTRATION CERTIFICATION:** Permittee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). The Permittee will provide the Director of Property Management evidence that said Certificate has been obtained. The Permittee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.
21. **PERMITTEE IS A LICENSEE:** Permittee understands and agrees that in consideration of the charge for the permissive use of the premises described in this permit, Permittee has the interest only of a licensee and has no other interest in the premises.

22. **AFFIRMATIVE ACTION:** Permittee agrees not to discriminate in its employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age or physical handicap. All subcontracts awarded under or pursuant to this permit shall contain this provision.

The undersigned Permittee hereby accepts the foregoing permit and agrees to abide and be bound by and to observe each and every of the terms and conditions thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.


CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

MEADOW LAKE, LLC.

Dated: _____

By  _____
Signature

Type/print name: Bijal Kotecha

Type/print title: Finance Director

By  _____
Signature

Type/print name: Ann Le

Type/print title: Secretary

APPROVED AS TO FORM

_____, 2015
MICHAEL N. FEUER
City Attorney

By: _____

ADDENDUM

23. **JOINT ADVERTISING:** Permittee shall provide in-kind exchange of a minimum \$300,000 in joint media and publicity value for the LA Waterfront.
24. **REQUIRED PERMITS:** Before occupying the property or commencing work on site, all other applicable City of Los Angeles, County, State, or Federal permits or licenses (i.e. Harbor Engineer Permit, City of Los Angeles Building and Safety, City of Los Angeles Fire, Business License, County Health Permit, State Seller's Permit, Alcohol Beverage Control License/Permit, etc) must be obtained.
25. **ADDITIONAL SPACE:** Permittee shall have the right to increase the square footage of its premises, up to three acres, on an as needed basis. Permittee shall provide the Executive Director written notice of any addition to its premises at least five days prior to occupancy. Such notice shall include the square footage of the proposed additional area and the duration of the proposed occupancy with the advance rent payment for such space. Such additional rent will be based on \$0.006 per square foot per day.
26. **GROUND INTRUSIONS:**
 - (a) Groundwater and soil in the project vicinity may be impacted with hydrocarbons and heavy metals. Concentrations of these contaminants at some locations could potentially render soil and groundwater as hazardous waste. The only activity expected to result in the disturbance of potentially contaminated soil and/or groundwater is the installation of barrier anchors. This activity would require approximately 950 to 1,000 I-beams, each up to an average of one meter deep. To minimize the potential exposure of onsite construction workers during this ground disturbance, the applicant is required to use a contractor with hazardous materials licensing and workers trained in accordance with the Cal-OSHA HAZWOPER standard. Cuttings and waste products will be stored and disposed of in accordance with existing laws and regulations. The intensity of the ground disturbing activity would not amount to a significant exposure to surrounding receptors. The ground penetrations will be sealed with slurry or other suitable material subsequent to removal of the barrier anchors, to prevent runoff infiltration and impact to movement of soil and groundwater contamination that may exist beneath the site.
 - (b) Activities involving the disturbance of soil and/or groundwater shall be performed by a contractor with a hazardous substance removal and remedial actions certification through the Contractor's State Licensing Board (CSLB).
 - (c) All cuttings and waste products generated from the intrusions must be placed in 55-gallon DOT-approved drums, sealed and properly labeled. The drums should be secured until the samples are analyzed and a determination can be made for their disposal. LAHD will be responsible for the characterization and disposal of the waste products.

(d) The Los Angeles Harbor Department's Director of Environmental Management shall be notified of all observances or occurrences of soil and/or groundwater contamination immediately.

27. **RECYCLING:** The Los Angeles Harbor Department requires that a recycling program be implemented on site for the duration of the Occupancy Period.
28. **PORTABLE DIESEL GENERATORS:** The storage of diesel fuel shall be in compliance with the Aboveground Petroleum Storage Act (APSA), codified in the California Health and Safety Code, Section 25270. In accordance with the act, the Permittee shall be required to implement a Spill Prevention, Countermeasure, and Control (SPCC) Plan approved by the City of Los Angeles Fire Department. Additionally, the equipment must be registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP) and comply with the Portable Engine Airborne Toxic Control Measure (ATCM). Documentation of compliance with the aforementioned regulations will be provided to the LAHD by the Permittee prior to any construction or operations.
29. **CONCESSIONS:** The Permittee will be required to prepare and implement Best Management Practices (BMPs) in consultation with LAHD. The BMPs shall include practices for the following operations: pavement cleaning, litter control, equipment cleaning, grease handling, waste disposal, spill clean-up, and employee training. Waste cooking oil must be collected and containerized onsite, and be lawfully disposed of offsite. The Permittee is prohibited from discharging waste generated from food operations into any storm drains. The Permittee will consult with the City of Los Angeles, Industrial Wastewater Management Division, regarding sewer discharges and permits.
30. **PARKING:** The Permittee shall prepare and implement a parking management plan. The parking management plan would include provisions for offsite overflow parking and bus service, providing parking attendants during events, and emergency access and egress.
31. **PARKING FOR SS LANE VICTORY:** The Permittee shall coordinate with the SS Lane Victory staff and allow adequate parking spaces for the ship's normal operations.
32. **TRAFFIC:** Prior to the commencement of operations, the Permittee shall be required to develop and implement a traffic management plan and procure a Special Events Permit in consultation with the City of Los Angeles Department of Transportation (LADOT).
33. **SECURITY PLAN:** The Permittee shall develop and implement a security plan. Permittee shall coordinated with and acquire approval from Port Police prior to the commencement of operations.
34. **MISCELLANEOUS:**
 - (a) The Permittee is prohibited from conducting any activity or storing any materials within 20 feet of the air monitoring station situated at the southern end

of wharf associated with Berths 45 to 47. The air monitoring station collects data that are critical to tracking air quality improvements in the San Pedro Bay that may be attributed to the Clean Air Action Plan (CAAP). The Permittee shall notify Los Angeles Harbor Department (LAHD) of any changes to the site layout, and specifically of any changes to the location of diesel generators, which are currently sited roughly 400 feet north-northwest of the air monitoring station.

(b) All necessary precautions shall be taken to prevent trash from entering the storm drain system. A map indicating the location of catch basins on the event site shall be provided to the Permittee by LAHD. It shall be the responsibility of the Permittee to coordinate with LAHD's Director of Environmental Management to ensure that all catch basins on the event site are covered prior to the event or any substantial preparation of the site for the event. Catch basin covers shall not present a hazard to health or property during the event. Adequate trash receptacles shall be provided by the Permittee during the special event. It shall be the responsibility of the Permittee to ensure that the site is properly cleared of all trash, debris, and waste following the special event. The Permittee will also ensure that catch basin covers are removed from catch basins once the event and site clean-up has been completed.

35. **SPONSORS.**

(a) City acknowledges and agrees that Permittee shall, at all times throughout the Occupation Period, have the right to sell, use or display any goods or products on the premises and to grant to third parties the exclusive right to sell, use or display any goods or products on the premises. Permittee shall, at all times and without restriction, have the right to promote, advertise and display anywhere on the premises during the Occupation Period:

(i) the goods and products and the name and logo of any third party with whom Permittee has entered into any agreement relating to the sale and use of such products by Permittee on or from the premises;

(ii) the goods and products and the name and logo of any sponsor of the Event; and

(iii) the name and logo of any charity organization with which Permittee is associated.

(b) City represents and warrants to Permittee that City has not and will not enter into any exclusivity agreement, including for the provision of catering, alcohol, security or any other on-site services, or sponsorship agreements concerning the premises during the Occupation Period.

36. **RESTORATION OF PREMISES:** Pursuant to Section 10, Permittee must restore the premises to the same or as good condition. Based on the activities to occur, Permittee is required to restore and repair any damages made to the pavement, striping, k-rails, and fencing at the premises no later than 7 days after the event.

37. **ADDITIONAL PORT POLICE RESOURCES:** Permittee shall be responsible for any proper and reasonable additional Port Police resource fees in the event that additional Port Police resources are needed during show days.
38. **WIND ADVISORY:** Wind speeds and direction data for the Outer Harbor are depicted in attached Exhibit C. Permittee shall engineer all improvements based on the wind conditions at the outer Harbor.

ADDENDUM

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EXHIBIT A - Meadow Lake, LLC



SCALE 1: 7,354

1,225.7 Feet

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

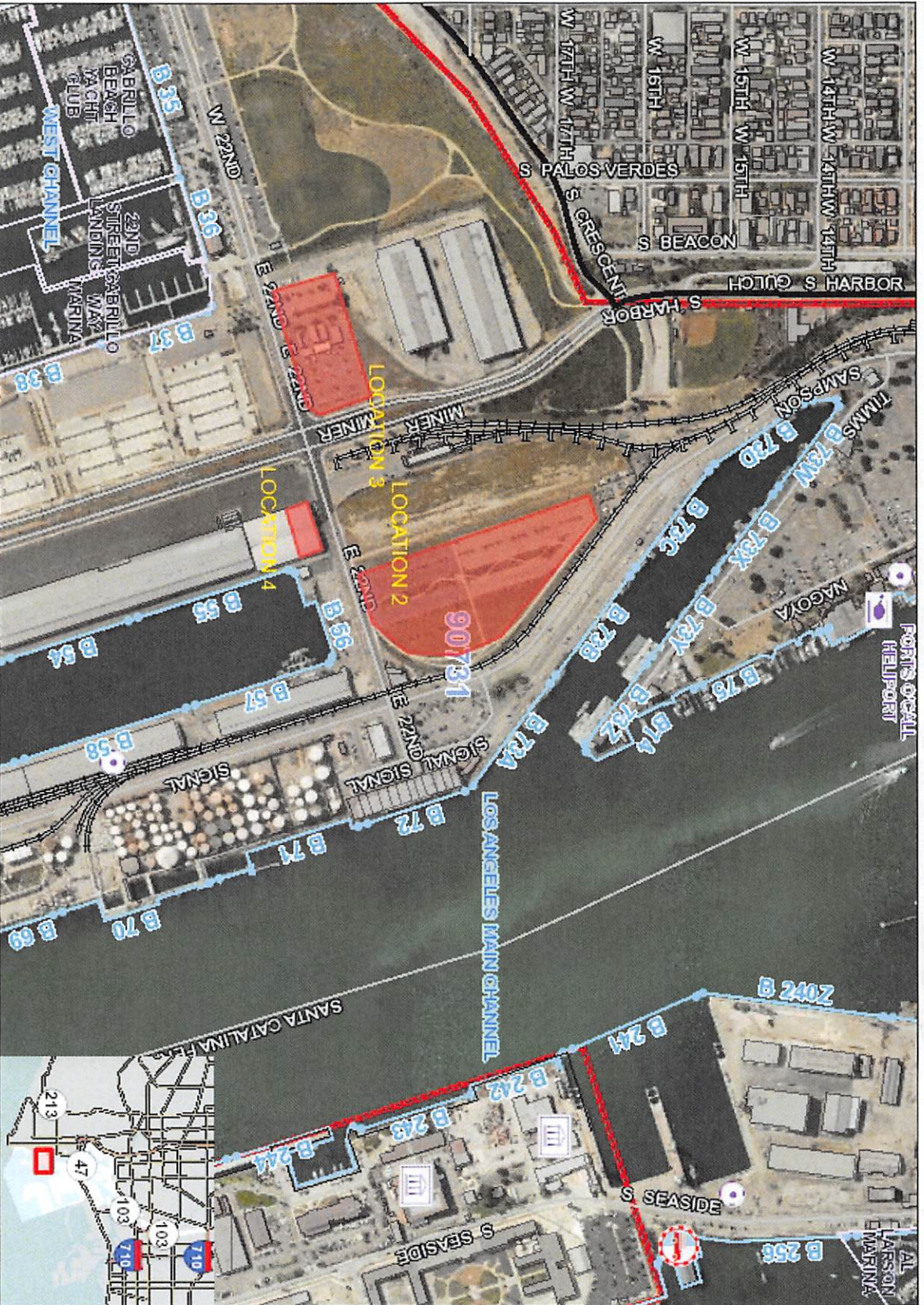


Legend

- Fire Stations
- LAND
- WATER
- LAND AND WATER
- Police Stations
- CHP LAND
- LAPD LAND
- LAPD LAND
- LAPD LAND AN
- LAPD WATER
- LASO LAND
- LBPD LAND: Oth
- Hospital Points
- Lighthouses
- Airport Points - Th
- Public Airports He
- Museums
- Libraries
- Post Offices
- School Points
- College/University
- Elementary Schoc
- High School / Midc
- POLA Public Arts
- Special Interest Pr
- Beach
- Boat Launch
- Bus Terminal
- Campground (Pub
- City Hall



EXHIBIT B - Parking for Meadow Lake, LLC



Legend

- Fire Stations
- LAND
- WATER
- LAND AND WATER
- Police Stations
- CHP, LAND
- LAPD, LAND
- LAPD, LAND
- LAPD, LAND AN
- LAPD, WATER
- LASO, LAND
- LBPD, LAND; Oth
- Hospital Points
- Lighthouses
- Airport Points - Th
- Public Airports He
- Museums
- Libraries
- Post Offices
- School Points
- College/University
- Elementary School
- High School / Midd
- Special Interest Pt
- Beach
- Boat Launch
- Bus Terminal
- Campground (Pub
- City Hall
- Hotel

1,315.1
Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

SCALE 1: 7,891

0

1,315.1 Feet



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



EXHIBIT C

Berth 47 Wind Speed November through February

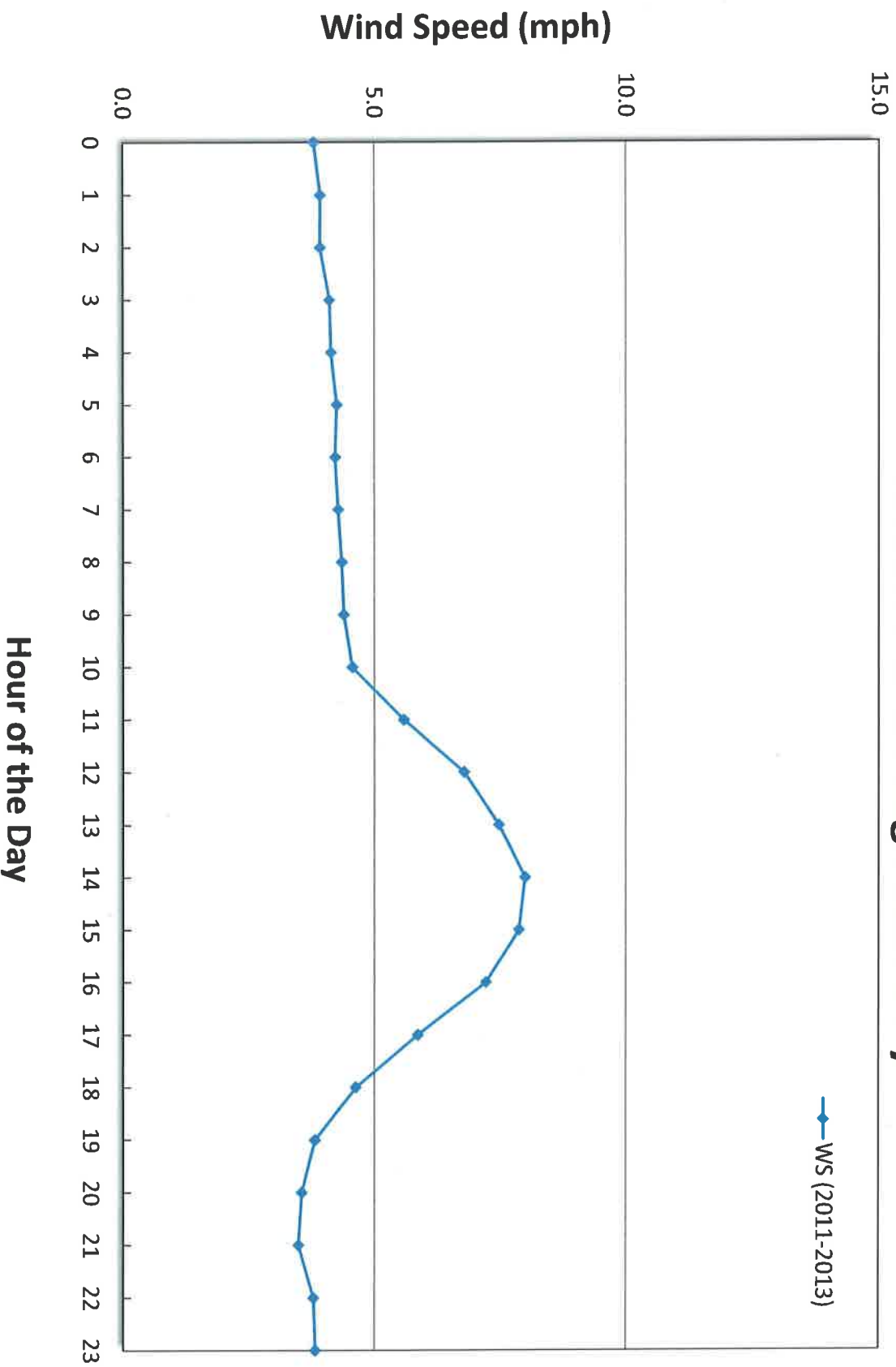


EXHIBIT C

Berth 47 Wind Direction November through February

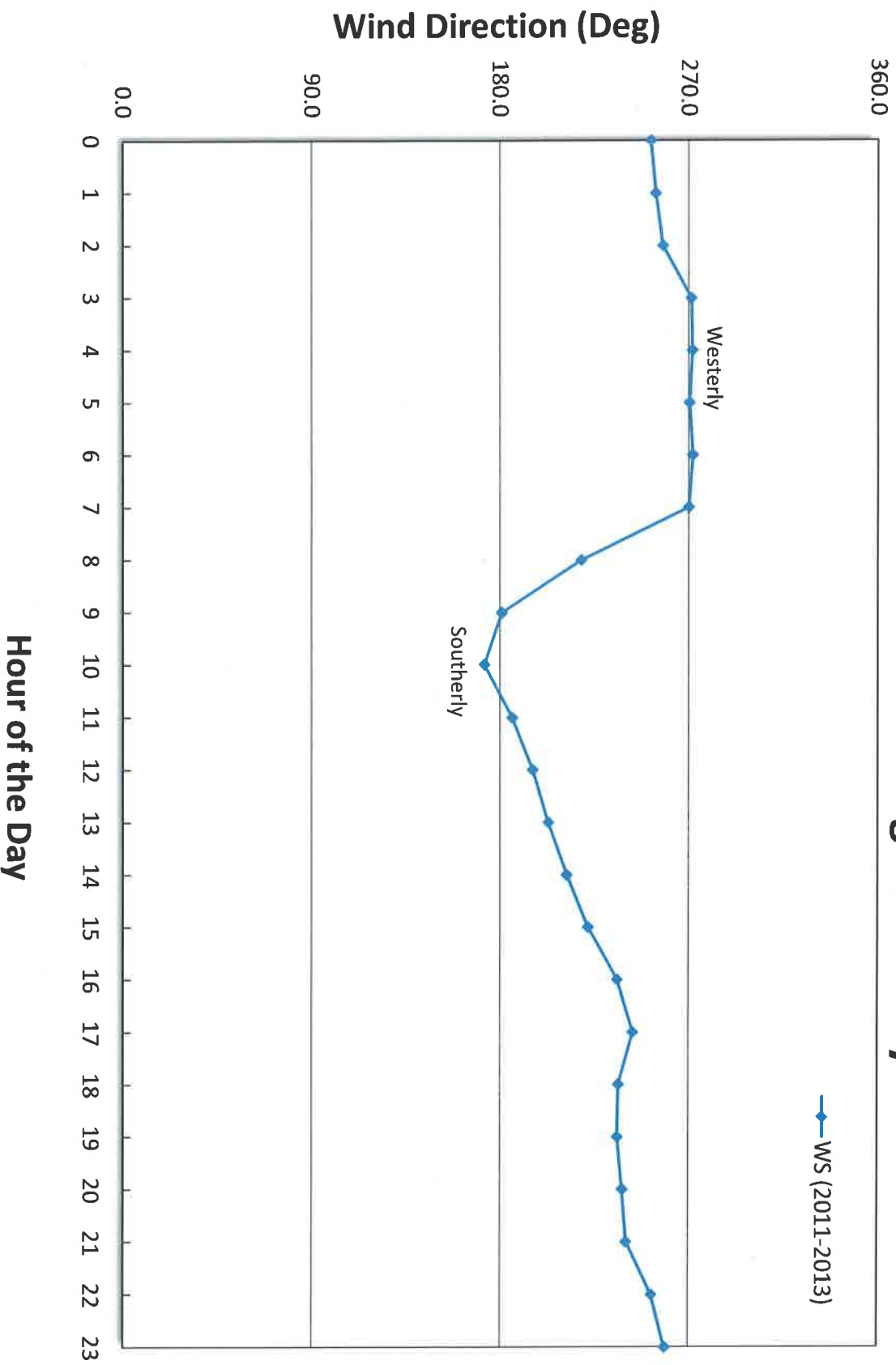


EXHIBIT C

Berth 47 Wind Speed March through October

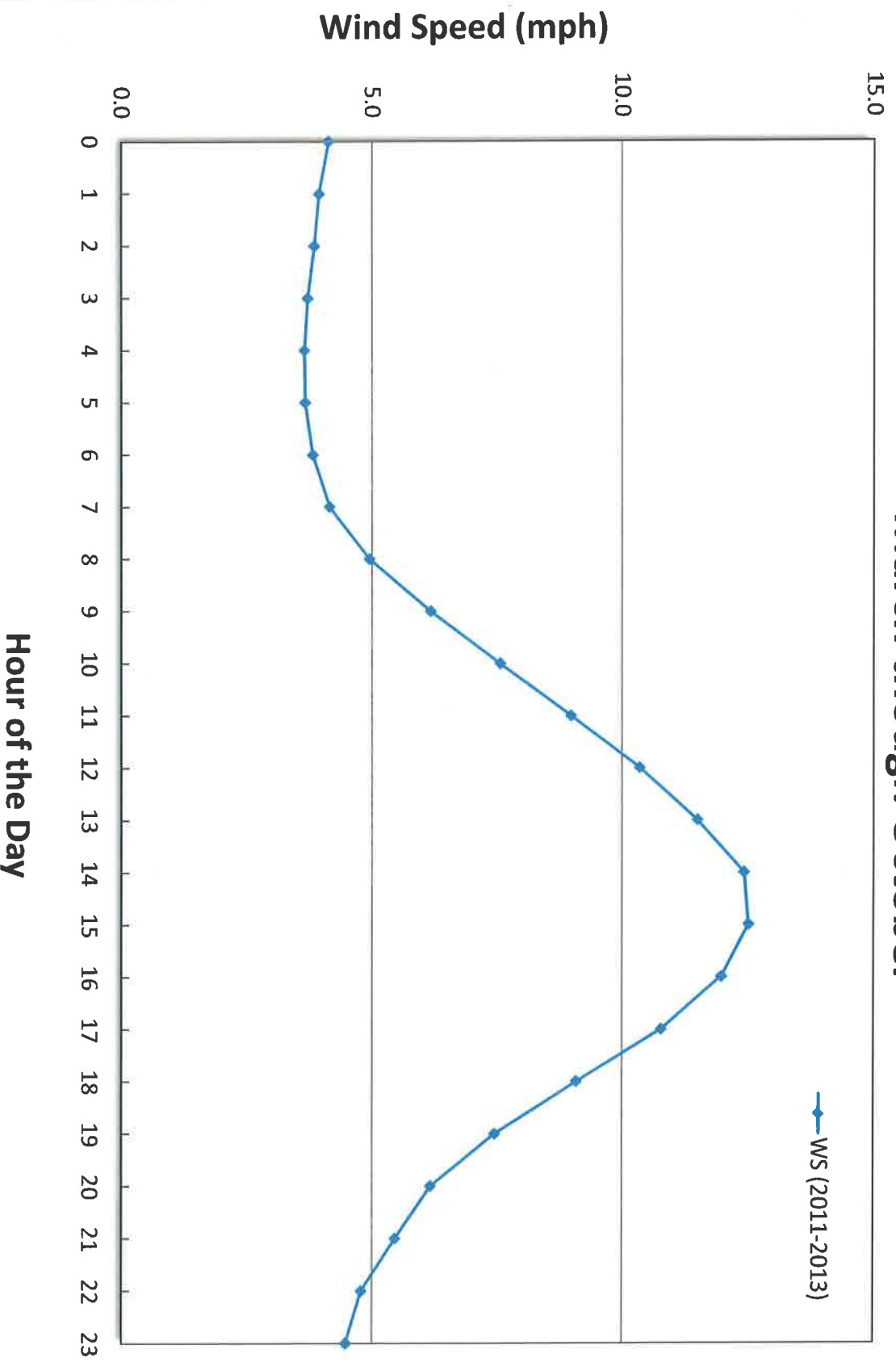


EXHIBIT C

Berth 47 Wind Direction March through October

