



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



469

FROM: Riverside County Regional Park & Open-Space District

SUBMITTAL DATE: 05/21/09

SUBJECT: Approval of Ground Lease between Riverside County Regional Park & Open-Space District and Jeff and Ossie Torgimson - District II

RECOMMENDED MOTION: That the Board of Directors approves and authorizes:

- 1. The attached Lease Agreement between Jeff and Ossie Torgimson and the Riverside County Regional Park & Open Space District (Park District).
2. The Chairman to execute three (3) copies of the Lease Agreement and directs the Clerk of the Board to return two (2) executed copies of the Lease Agreement to the Park District for transmittal and filing.
3. The General Manager or his designee to perform all duties necessary to administer the agreement.

BACKGROUND: The Park District is entering a ground lease agreement with Jeff and Ossie Torgimson. The premises leased are located within the Jones Ranch in the Jurupa area of Riverside County, State of California, and consist of approximately 12.39 acres of land, as more particularly shown on Exhibit "A" APN 181-220-005 (section 1). The initial term of this lease will be for a period of one year commencing in June 2009.

Scott Bangle, General Manager

CQ/mg

716-Lease Agreement Jeff & Ossie Torgimson

Table with 2 columns: Financial Data and Budget Information. Includes rows for Current F.Y. Total Cost, Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, and For Fiscal Year.

Table with 2 columns: Source of Funds and Voting Requirements. Includes rows for SOURCE OF FUNDS: Not Applicable, Positions To Be Deleted Per A-30, and Requires 4/5 Vote.

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

Dept's Recomm.: [ ] Policy
Per Exec. Ofc.: [ ] Policy
[ ] Consent
[ ] Consent

Prev. Agn. Ref.:

District: II

Agenda Number:

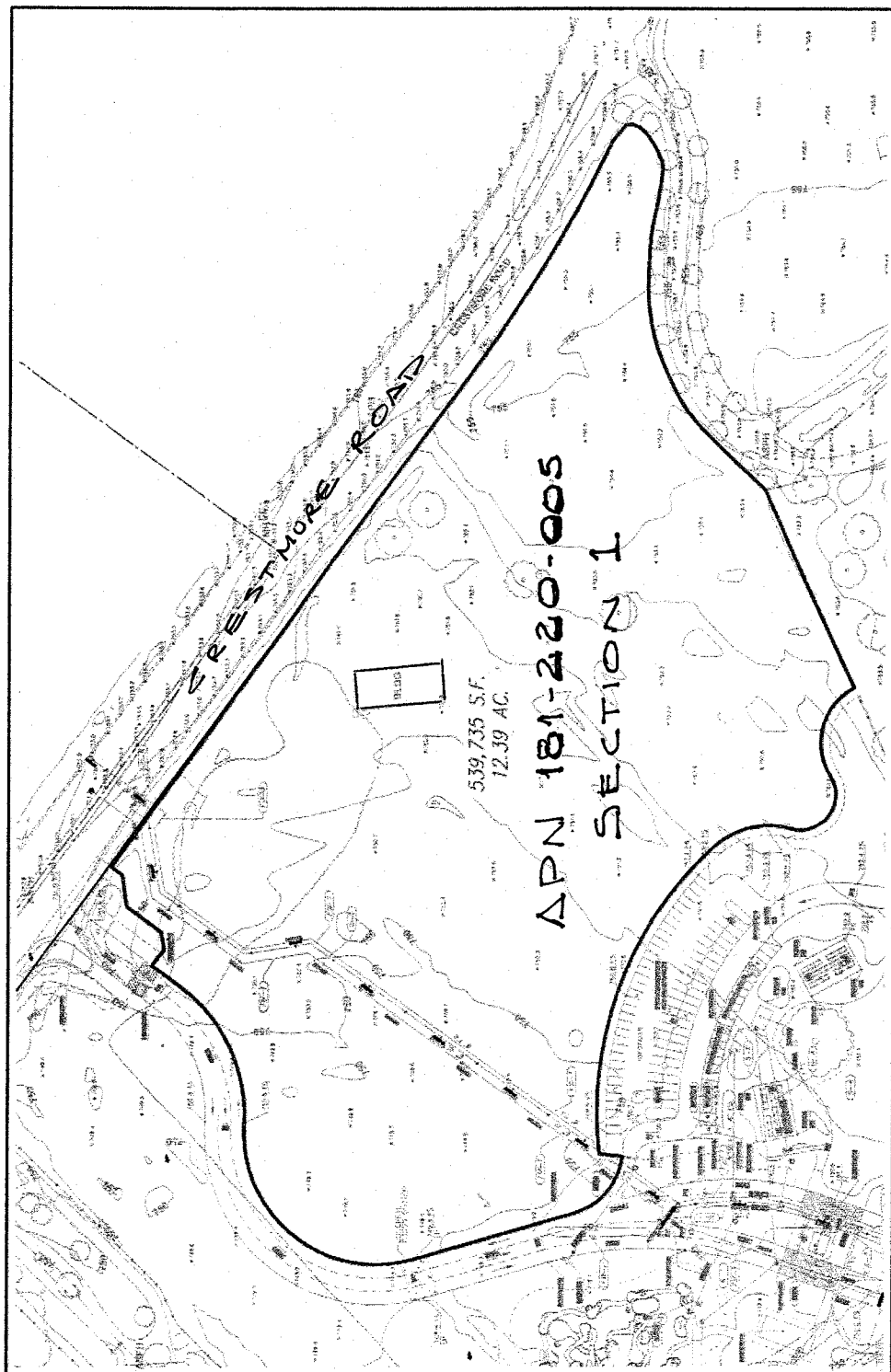
13.2

FORM APPROVED BY COUNTY COUNSEL
BY: Neal R. Kipnis 5/21/09
DATE

Departmental Concurrence

**SUBJECT:** Approval of Ground Lease between Riverside County Regional Park & Open-Space District and Jeff and Ossie Torgimson - District II

The Lessee has an option to extend the term of this lease for separate and consecutive periods if the Park District's business plan so provides. The Office of the County Counsel has reviewed and approved the attached Lease Agreement as to legal form.



257 N. SERRANO STREET  
 SUITE 117  
 CHICO, CALIFORNIA 95926  
 TEL (916) 278-1800  
 FAX (916) 278-4380  
**K&A ENGINEERING**  
 ENGINEERING, INC.

**AVIAGE CIVIL**  
 2000 S. 10TH STREET, SUITE 100  
 CHICO, CALIFORNIA 95926  
 TEL (916) 278-1800  
 FAX (916) 278-4380

SCALE: 1" = 100'  
 0 100 200 300

SHEET NO. 1  
 OF 2 SHEETS

Subject: Ground Lease (Rancho Jurupa Area)

Parties: Riverside County Regional Park and Open Space District and Jeff and Ossie  
1 Torgrimson

2 Date: May 21, 2009

3  
4 RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

5  
6 The Riverside County Regional Park & Open-Space District, herein called DISTRICT,  
7 leases to Jeff and Ossie Torgrimson a Sole Proprietorship, herein called LESSEE, the  
8 property described below upon the following terms and conditions.

9  
10 1. **Description.** The premises leased hereby are located within APN 181-220-005 of  
11 the Jones Ranch in the Jurupa area of Riverside County, State of California, and consist of  
12 approximately 12.39 acres of land, as more particularly shown on Exhibit "A", as section "1",  
13 attached hereto and by this reference made a part of this Lease.

14  
15 2. **Use.** The premises are leased for the purpose of planting and harvesting vegetable  
16 crops; and selling certain food items as long LESSEE complies with paragraphs 9, 14, 18, and  
17 30. LESSEE agrees to cooperate with DISTRICT'S annual "Harvest Festival" by planting  
18 pumpkin and corn on parcel size determined by DISTRICT. The premises shall not be used  
19 for any other crops or purposes without first obtaining the written consent of DISTRICT.

20  
21 3. **Term.**

22 (a) The term of this Lease shall be for a period of one year commencing  
23 June 1, 2009 and terminating May 31, 2010.

24 (b) Any holding over by LESSEE after the expiration of this Lease shall be  
25 on a month-to-month basis strictly, and continuing tenancy rights shall not accrue to LESSEE.

26  
27 4. **Options.** An opportunity for renewal of the lease for a one-year term shall be  
28 contingent on provisions in the District's business plan covering the leased premises. If  
District's business plan so provides, LESSEE shall have an option to extend the term of this  
Lease for one (1) separate and consecutive period, as follows:

(a) A one-year period commencing June 1, 2010 and terminating  
May 31, 2011.

(b) This option shall be exercised in the following manner:

1) The Option opportunity shall be initiated by DISTRICT giving  
LESSEE notice of this opportunity, in writing, three (3) months prior to the expiration of the  
original term of the Lease with LESSEE having 30 days in which to exercise the option by  
notifying the District in writing of acceptance.

2) The Option may not be exercised by LESSEE unless LESSEE is  
still in possession of the leased premises and is not in default or breach of any term or  
condition in the Lease.

5. **Rent.**

(a) LESSEE shall pay DISTRICT the sum of \$322.00 per acre per year in  
monthly payments.

(b) In the event LESSEE fails to make its rental payments in a timely  
manner, LESSEE shall pay to DISTRICT an additional amount as an administrative charge,

Subject: Ground Lease (Rancho Jurupa Area)

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Torgrimson

Date: May 21, 2009

which charge shall be eighteen percent (18%) of such rental payment or payments on a per annum basis.

**6. Endangered Species.** The parties acknowledge that a portion of the leased premises currently is being studied for the presence thereon of endangered species of plant and/or animal life. In the event such species is found to exist and environmental measures are deemed necessary to protect such species, the amount of acreage that is the subject of this lease may have to be reduced. In such event DISTRICT shall have discretion to make the final determination as to the existence of such endangered species in need of protection and the amount of acreage that needs to be withdrawn from the lease to protect such species. Accordingly DISTRICT may upon 60 days written notice to LESSEE withdraw from the lease such acreage as it deems necessary to protect the endangered species. Rent otherwise payable to LESSEE for such acreage shall be reduced proportionally, but DISTRICT shall be under no obligation to reimburse LESSEE for the cost of any labor or materials expended or for crops lost on the withdrawn acreage, or for the value of the crops, themselves.

**7. Planting/Improvements.**

(a) Any planting of crops, application of fertilizer or other chemicals to be undertaken by LESSEE, his agents, contractors or employees on the leased premises shall have the prior written approval by DISTRICT General Manager or his designee after LESSEE has first submitted to DISTRICT proposed plans and specifications thereof, in writing. LESSEE will provide their annual Agricultural Commissioner report to DISTRICT as the summary for item 7 (a).

(b) At or prior to the expiration of this Lease, LESSEE shall preserve the top stubble of the post-harvest crop to prevent topsoil erosion.

(c) All improvements to be undertaken by LESSEE, his agents, contractors or employees, shall have the prior written consent of DISTRICT after LESSEE has first submitted proposed plans for such improvements to DISTRICT in writing. All improvements to be made, and/or installed, or caused to be made and/or installed, by LESSEE shall become the property of DISTRICT with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this Lease, LESSEE may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, LESSEE shall restore the premises to their original condition as nearly as practicable. LESSEE shall remove all fixtures, improvements, and other items of property placed on the premises when directed to do so in writing by DISTRICT. In the event such items are not removed, DISTRICT, may at its election, either: (1) remove and store such items and restore the premises for the account of LESSEE, and in such event, LESSEE shall within thirty (30) days after filing and accounting therefore reimburse DISTRICT for the costs so incurred, or (2) take and hold such items as its sole property with no obligation to reimburse LESSEE therefore.

**8. LESSEE'S Inspection of Premises and District's Reserved Rights.** LESSEE represents that he personally has inspected the leased premises and accepts them in the present condition and subject to any and all existing easements or other encumbrances, and LESSEE agrees that DISTRICT shall have the right to enter upon the leased premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water

Subject: Ground Lease (Rancho Jurupa Area)

Parties: Riverside County Regional Park and Open Space District and Jeff and Ossie  
1 Torgrimson

2 Date: May 21, 2009

3  
4 sewers, pipelines, and telephone and telegraph power lines and such other facilities and  
5 appurtenances as may be necessary or convenient to use in connection therewith, over, in,  
6 upon, through, across and along the premises or any part thereof.

7 **9. No Signs and No Vending.** LESSEE shall not erect, maintain, or display any signs  
8 or other forms of advertising upon the leased premises without first obtaining the written  
9 approval of DISTRICT. LESSEE shall not vend at retail from the leased premises. LESSEE  
10 shall not sell any food items on the leased premises without first obtaining the written approval  
11 of DISTRICT and all permits and/ or licenses required by the public agencies.

12 **10. Maintenance.** LESSEE shall maintain the leased premises to the fence line and  
13 the improvements thereon, including, but not limited to one (1) well pump, in good working  
14 condition and repair, at his own expense, and LESSEE shall provide for the sanitary handling  
15 and disposal of all refuse accumulated as a result of LESSEE'S use of the leased premises. In  
16 addition, LESSEE shall maintain a buffer of approximately 15 feet around the drip-line of the  
17 various trees located upon the site in order to preserve and protect the soil from erosion.

18 If after receipt of written notice to do so from DISTRICT, LESSEE fails to keep  
19 the leased premises in good order and repair, DISTRICT has the right and may enter upon the  
20 premises to effect needed maintenance of premises. LESSEE shall then reimburse DISTRICT  
21 for all reasonable costs incurred by DISTRICT in maintaining leased premises.

22 **11. Utilities.** During the term of this Lease, LESSEE shall have the right to use water  
23 from the well situated within the leased premises. LESSEE shall pay his share for the use of  
24 electricity according to the electric meter and for all other utility services that it may require in  
25 its use and maintenance of the leased premises. District shall not be liable for any damages or  
26 loss resulting from pump or utility failure.

27 **12. Inspection of Premises by District.** DISTRICT, through its duly authorized  
28 agents, shall have, at any time during normal business hours, the right to enter the leased  
premises for the purpose of inspecting, monitoring and evaluating the obligations of LESSEE  
hereunder and for the purpose of doing any and all things which it is obligated and has a right  
to do under this Lease. Any farm equipment or utensils not being actively used in the farming  
operation shall be stored neatly out of sight of the general public who may be in the vicinity of  
the Park District headquarters or shall be removed entirely from the leased premises.

**13. Quiet Enjoyment.** LESSEE shall have, hold and quietly enjoy the use of the  
leased premises so long as he shall fully and faithfully perform the terms and conditions that  
he is required to do under this Lease.

**14. Compliance with Government Regulations.** LESSEE shall, at LESSEE'S sole  
cost and expense, comply with the requirements of all local, state and federal statutes,  
regulations, rules, ordinances and orders now in force or which may be hereafter in force,  
pertaining to the leased premises. The final judgment, decree or order of any court of  
competent jurisdiction, or the admission of LESSEE in any action or proceedings against  
LESSEE, whether LESSEE be a party thereto or not, that LESSEE has violated any such

Subject: Ground Lease (Rancho Jurupa Area)

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statutes, regulations, rules, ordinances, or orders, in the use of the leased premises, shall be conclusive of that fact as between DISTRICT and LESSEE.

**15. Termination by District.** DISTRICT shall have the right to terminate this Lease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LESSEE as a debtor and not dismissed within 60 days.

(b) In the event LESSEE makes a general assignment, or LESSEE'S interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the leased premises by LESSEE.

(d) In the event LESSEE fails or refuses to perform, keep or observe any of LESSEE'S duties or obligations hereunder, except its rental obligation; provided, however, that LESSEE shall have fifteen (15) days in which to correct LESSEE'S breach or default after written notice thereof has been served on LESSEE by DISTRICT.

(e) In the event LESSEE fails, or refuses, to meet its rental obligations, or any of them, hereunder or as otherwise provided by law.

**16. Termination by LESSEE.** LESSEE shall have the right to terminate this Lease in the event DISTRICT fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that DISTRICT shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by LESSEE; provided further, however, that in the event such breach or default is not corrected, LESSEE may elect to terminate this Lease in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional thirty (30) days' written notice to DISTRICT.

**17. Continuation of Lease after Abandonment.** Even though LESSEE has abandoned the leased premises, DISTRICT may elect not to terminate the lease, and DISTRICT may enforce all its rights and remedies under this Lease.

**18. Insurance.** LESSEE shall during the term of this Lease:

(a) Procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of California.

(b) Procure and maintain comprehensive general liability insurance coverage that shall protect LESSEE from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from LESSEE'S use of the leased premises or the performance of its obligations hereunder, whether such use or performances be by LESSEE, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name DISTRICT and the COUNTY OF RIVERSIDE as additional insureds with respect to this Lease and the obligations of LESSEE hereunder. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.

(c) Cause its insurance carriers to furnish DISTRICT by direct mail with Certificate(s) of insurance showing that such insurance is in full force and effect, and that DISTRICT and County of Riverside are named as additional insured with respect to this Lease and the obligations of LESSEE hereunder. Further, said Certificate(s) shall contain the

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Date: May 21, 2009

covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to DISTRICT prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this Lease shall terminate forthwith, unless DISTRICT receives prior to such effective date another certificate from an insurance carrier of LESSEE'S choice that the insurance required herein is in full force and effect. LESSEE shall not take possession or otherwise use the leased premises until DISTRICT has been furnished certificate(s) of insurance as otherwise required in this Paragraph 18

**19. Hold Harmless.**

(a) LESSEE represents that it inspected the leased premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. DISTRICT shall not be liable to LESSEE, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions, in or, upon or within the leased premises; provided, however, that such dangerous conditions are not caused by the sole negligence of DISTRICT, its officers, agents or employees.

(b) LESSEE shall indemnify and hold DISTRICT and COUNTY OF RIVERSIDE, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of LESSEE, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (LESSEE'S employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the leased premises or the condition thereof and LESSEE shall defend, at its expense, including attorney fees, DISTRICT and COUNTY OF RIVERSIDE, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions.

(c) The specified insurance limits required in Paragraph 18 herein shall in no way limit or circumscribe LESSEE'S obligations to indemnify and hold DISTRICT and County of Riverside free and harmless herein.

**20. Assignment Prohibited.** LESSEE may not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of DISTRICT being first obtained.

**21. Toxic Materials.** During the term of this Lease any extensions thereof, LESSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the leased premises including, but not limited to, soil and groundwater conditions. Further, LESSEE, its successors and assigns, shall not use, generate, manufacture, produce, store or dispose of, on, under or about the leased premises or transport to or from the leased premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but

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4 not be limited to, substances defined as "hazardous substance," "hazardous materials," or  
5 toxic substances in the comprehensive Environmental Response, Compensation and Liability  
6 Act of 1980, as amended, 41 U.S.C. Section 9601, et seq.; the Hazardous Materials  
7 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery  
8 Act, 41 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in  
9 Section 25117 of the California Health and Safety Code or as "hazardous substances" in the  
10 regulations adopted in publications promulgated pursuant to said laws. LESSEE warrants that  
11 it will not use any fumigants, pesticides, fertilizers or other chemicals on or upon the leased  
12 premises which have been prohibited from use by the DISTRICT, COUNTY OF RIVERSIDE,  
13 the State of California or the United States of America, unless such use is prohibited except by  
14 permit, in which event LESSEE warrants that all such use permits shall be obtained.

15 LESSEE shall not transport animal manure of any type onto the leased premises  
16 for storage, use as fertilizer, or any other purpose without the express written permission being  
17 first obtained from the DISTRICT.

18  
19 **22. Free from Liens.** LESSEE shall pay, when due, all sums of money that may  
20 become due for any labor, services, materials, supplies, or equipment, furnished or alleged to  
21 have been furnished to LESSEE, in, upon, or about the leased premises, and which may be  
22 secured by a mechanic's, materialmen's or other lien against the leased premises or  
23 DISTRICT'S interest herein, and LESSEE will cause each such lien to be fully discharged and  
24 released at the time the performance of any obligations secured by such lien matures or

25 becomes due; provided, however, that if LESSEE desires to contest any such lien it may do  
26 so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and  
27 such judgment or such process as may be issued for the enforcement thereof is not promptly  
28 stayed, or if so stayed, and said stay thereafter expires, then and in such event, LESSEE shall  
forthwith pay and discharge said judgment.

**23. Employees and Agents of LESSEE.** It is understood and agreed that all persons  
hired or engaged by LESSEE shall be considered to be employees or agents of LESSEE and  
not of DISTRICT.

**24. Binding on Successors.** LESSEE, its assigns and successors in interest, shall be  
bound by all the terms and conditions contained in this Lease, and all of the parties thereto  
shall be jointly and severally liable hereunder.

**25. Waiver of Performance.** No waiver by DISTRICT at any time of any of the terms  
and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter  
of the same or of any other terms or conditions contained herein or of the strict and timely  
performance of such terms and conditions.

**26. Severability.** The invalidity of any provision in this Lease as determined by a court  
of competent jurisdiction shall in no way affect the validity of any other provision hereof.

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27. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

28. **Attorneys' Fees.** In the event of any litigation or arbitration between LESSEE and DISTRICT and/or COUNTY OF RIVERSIDE to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment of award rendered in such litigation or arbitration.

29. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

<i>DISTRICT</i>	<i>LESSEE</i>
County of Riverside	Jeff and Ossie Torgrimson
Regional Park & Open-Space District	2062 Capri Avenue
4600 Crestmore Road	Mentone, CA 92359
Riverside, CA 92509-6858	

or to such other address as from time to time shall be designated by the respective parties.

30. **Permits, Licenses and Taxes.** LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LESSEE shall pay for all fees and taxes levied or required by any authorized public entity. LESSEE recognizes and understands that this Lease may create a **possessory interest** subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest.

31. **Paragraph Headings.** The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

32. **District's Representative.** DISTRICT hereby appoints the General Manager or his designee as its authorized representative to administer this Lease.

33. **Entire Lease.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

Subject: Ground Lease (Rancho Jurupa Area)

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3 **RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT**

4 **LEASE – PORTION OF APN 181-220-005**  
5 **(Portion of Jones Ranch – Section 1)**

6  
7 By \_\_\_\_\_  
8 Marion Ashley, Chairman

Date: \_\_\_\_\_

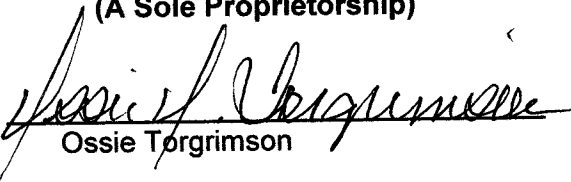
9 **RIVERSIDE COUNTY REGIONAL**  
10 **PARK & OPEN-SPACE DISTRICT**

11 **(A Sole Proprietorship)**

12  
13 By  \_\_\_\_\_  
14 Jeff Torgrimson

Date: 5-21-09

15 **(A Sole Proprietorship)**

16  
17 By  \_\_\_\_\_  
18 Ossie Torgrimson

Date: 5-21-09

19  
20 **ATTEST:**  
21 **KECIA HARPER-IHEM, Clerk of the Board**

22 By \_\_\_\_\_  
23 Deputy

24  
25 **APPROVED AS TO FORM COUNTY COUNSEL**  
26 **PAMELA J. WALLS, County Counsel**

27 By  \_\_\_\_\_  
28