

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

198c



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
July 6, 2009

**SUBJECT:** Public Hearing and approval of the Lease Agreement between Redevelopment Agency for the County of Riverside and the Riverside County Regional Park & Open-Space District- 2<sup>nd</sup> District

**RECOMMENDED MOTION:** That the Board of Directors:

1. Conduct a joint public hearing pursuant to Section 33431 of the Health and Safety Code;
2. Approve RDA Resolution No. 2009-071, Approval of the Lease Agreement between Redevelopment Agency for the County of Riverside and the Riverside County Regional Park & Open-Space District;
3. Approve the Lease Agreement between the Redevelopment Agency for the County of Riverside (Agency) and the Riverside County Regional Park & Open-Space District (District) and authorize the Chairman to execute said Lease Agreement;
4. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement the Lease Agreement including signing subsequent, necessary related documents to complete this transaction; and
5. Authorize the Executive Director of the Redevelopment Agency or designee to execute amendments to extend the terms of the lease.

**BACKGROUND:** (Commences on page 2)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** YES

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MICHELLE CLACK  
DATE: 9/3/09  
Departmental Concurrence

Dept't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** 2-15-05 : 4.2 **District:** 2 **Agenda Number:**

July 6, 2009

Page 2

**BACKGROUND:**

The Agency constructed and owns the Jurupa Valley Boxing Club consisting of approximately 4,800 square feet located at 5626 Mission Boulevard, Riverside County, known as Assessor's Parcel Number 181-052-004, 181-052-017 and 181-052-018 as depicted on Exhibit A attached hereto and incorporated herein by reference.

The Agency wishes to lease the building to the District for the purpose of training local youth in the art and techniques of boxing and for conducting quarterly boxing matches.

The term of the lease shall be for a five year period commencing May 1, 2009 and terminating June 30, 2014. The term of the lease may be extended by mutual agreement of the Agency and the District and shall be incorporated by a written amendment executed by both parties. The District shall pay \$1.00 per year to the Agency for the term of the lease which shall constitute rent under this lease. Rent shall be paid by May 1 annually for the term of the lease.

Staff recommends approval of the attached lease agreement between the Agency and the District.

2 **RESOLUTION NO. 2009-071**  
3 **AUTHORIZATION TO LEASE REAL PROPERTY FROM THE**  
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE TO THE**  
5 **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT**

6 **(Second District)**

7 **WHEREAS**, the Redevelopment Agency for the County of Riverside (the  
8 "Agency") is a redevelopment agency duly created, established and authorized to  
9 transact business and exercise its powers, all under and pursuant to the provisions of  
10 the Community Redevelopment Law which is Part 1 of Division 24 of the California  
11 Health and Safety Code (commencing with Section 33000 et seq.); and

12 **WHEREAS**, the Riverside County Board of Supervisors adopted redevelopment  
13 plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert  
14 Communities and the I-215 Corridor, as amended, (the "Project Areas"); and

15 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the  
16 Agency began receiving tax increment from the Project Areas in January 1988, and  
17 continues to receive annual tax increment revenue; and

18 **WHEREAS**, pursuant to Section 33430 of the Health and Safety Code, the  
19 Agency may within the survey area or for purposes of redevelopment sell, lease,  
20 exchange, subdivide, transfer, assign, pledge or otherwise dispose of any real or  
21 personal property or any interest in property; and

22 **WHEREAS**, the Agency owns real property located at 5626 Mission Boulevard,  
23 Riverside, CA 92509, in the unincorporated area of the County of Riverside in the  
24 community of Rubidoux within the Jurupa Valley Project Area ("Property"); and

25 **WHEREAS**, a Jurupa Valley Boxing Club was developed on the Property; and

26 **WHEREAS**, the Agency wishes to lease the Property to the Riverside County  
27 Regional Park & Open- Space District ("District"); and

28 **WHEREAS**, the consideration is not less than the fair reuse value at its proposed  
use, when considered with covenants, conditions, and restrictions imposed on the  
Property; and

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 9/3/09  
MICHELLE CLACK

1           **WHEREAS**, the leasing of the Property will assist in the elimination of blight and  
2 is consistent with the implementation plan adopted pursuant to Health and Safety Code  
3 Section 33490 by providing much needed community facilities to the Project Area and  
4 surrounding communities within the County of Riverside; and

5           **WHEREAS**, A Negative Declaration for Environmental Assessment No. 2005-24  
6 was adopted by the Board of Directors on February 15, 2005, which concluded that the  
7 Jurupa Valley Boxing Club will not have a significant effect on the environment; and

8           **WHEREAS**, the leasing of the Property to the District is exempt from the  
9 California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section  
10 15301 because the use set forth herein is not an expansion of the use beyond that  
11 considered in the Negative Declaration.

12           **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the  
13 Board of Directors of the Redevelopment Agency for the County of Riverside, State of  
14 California, in regular session assembled on September 15, 2009, as follows:

15           1. That the Board of Directors hereby finds and declares that the above  
16 recitals are true and correct.

17           2. That the Redevelopment Agency for the County of Riverside is authorized  
18 to lease real property located at 5626 Mission Boulevard, Riverside, located in the  
19 unincorporated area of Riverside County to the District.

20           3. The lease price of the subject property is one dollar (\$1.00) per year.

21           4. The fair reuse value of the property has been determined to be one dollar  
22 (\$1) after conditions, covenants, and criteria have been imposed.

23           5. That the lease between the Agency and the District is hereby approved  
24 and the Chairman of the Board of Directors is authorized to execute the lease  
25 agreement, which is attached as Exhibit A and incorporated herein by reference.

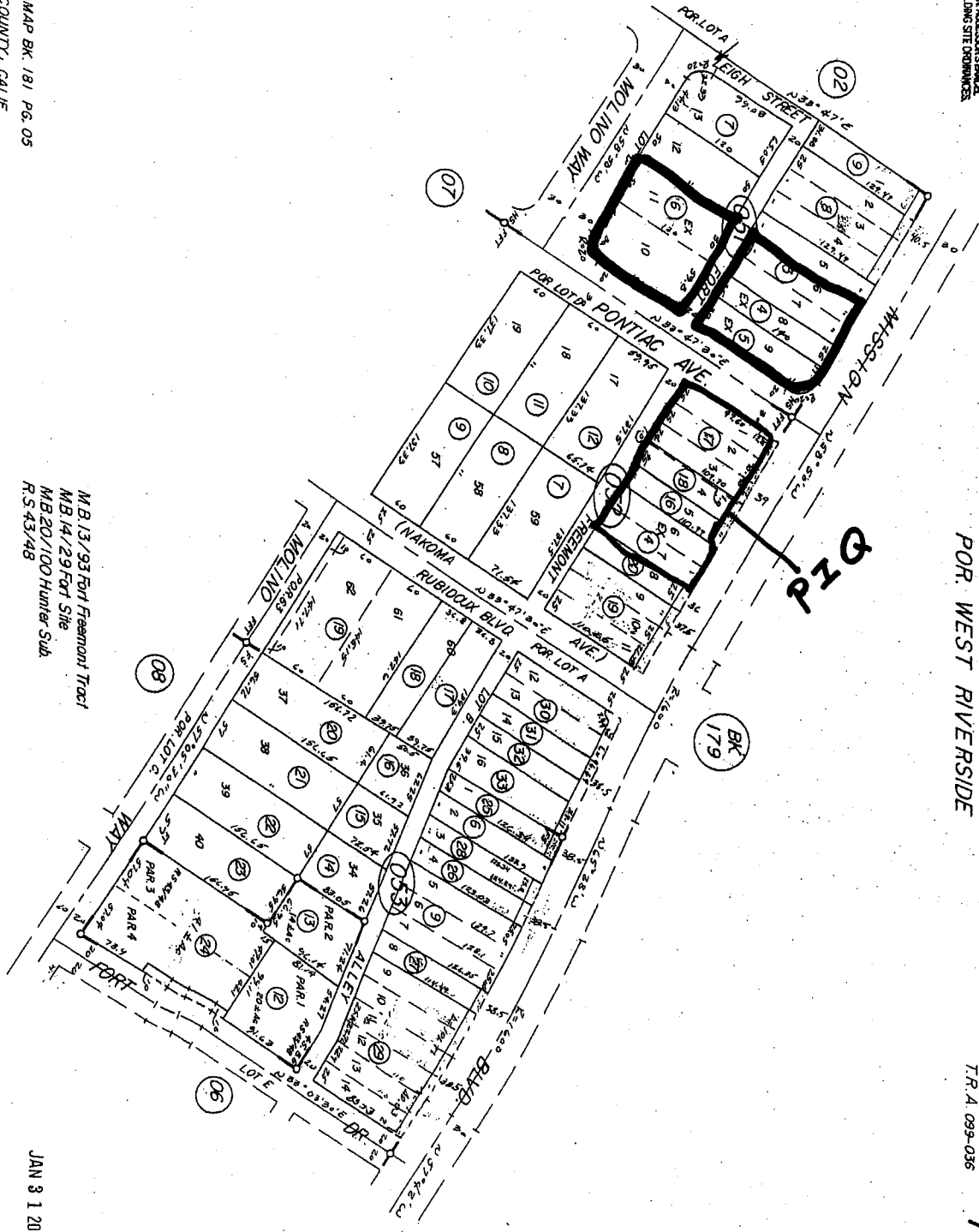
26           6. That the Executive Director of the Redevelopment Agency or designee is  
27 hereby authorized to take necessary steps to complete this transaction including  
28 executing subsequent annual renewal agreements, subject to County Counsel approval,  
and any other subsequent, relevant and necessary documents.

# EXHIBIT A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES. PROPERTY IS ASSIGNED FOR A CATEGORY OF THE DATA SHOWN. ASSESSOR'S OFFICE: JANUARY 2006. APPROX. LOCAL LOT 50/100 OR BUILDING SITE DIMENSIONS.

JAN 09 2006

ASSESSOR'S MAP BK. 181 PG. 05  
RIVERSIDE COUNTY, CALIF.



POR. WEST RIVERSIDE

T.R.A. 099-036

181-05

M.B. 13/93 Fort Fremont Tract  
M.B. 14/29 Fort Site  
M.B. 20/100 Hunter Sub.  
R.S. 43/48

JAN 31 2006  
FEB 1974

DATE	OLD NO.	NEW NO.
11-05	059-11	29-5T
"	058-7	28-5T
"	058-8	16-5T
"	058-1	17-5T
"	058-2	8-5T
"	058-3	23-5T
"	058-4	26-5T
"	058-5	27-5T
"	058-6	28-5T
"	058-7	29-5T
"	058-8	30-5T
"	058-9	31-5T
"	058-10	32-5T
"	058-11	33-5T
"	058-12	34-5T
"	058-13	35-5T
"	058-14	36-5T
"	058-15	37-5T
"	058-16	38-5T
"	058-17	39-5T
"	058-18	40-5T
"	058-19	41-5T
"	058-20	42-5T
"	058-21	43-5T
"	058-22	44-5T
"	058-23	45-5T
"	058-24	46-5T
"	058-25	47-5T
"	058-26	48-5T
"	058-27	49-5T
"	058-28	50-5T
"	058-29	51-5T
"	058-30	52-5T
"	058-31	53-5T
"	058-32	54-5T
"	058-33	55-5T
"	058-34	56-5T
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"	058-36	58-5T
"	058-37	59-5T
"	058-38	60-5T
"	058-39	61-5T
"	058-40	62-5T
"	058-41	63-5T
"	058-42	64-5T
"	058-43	65-5T
"	058-44	66-5T
"	058-45	67-5T
"	058-46	68-5T
"	058-47	69-5T
"	058-48	70-5T
"	058-49	71-5T
"	058-50	72-5T
"	058-51	73-5T
"	058-52	74-5T
"	058-53	75-5T
"	058-54	76-5T
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"	058-61	83-5T
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"	058-64	86-5T
"	058-65	87-5T
"	058-66	88-5T
"	058-67	89-5T
"	058-68	90-5T
"	058-69	91-5T
"	058-70	92-5T
"	058-71	93-5T
"	058-72	94-5T
"	058-73	95-5T
"	058-74	96-5T
"	058-75	97-5T
"	058-76	98-5T
"	058-77	99-5T
"	058-80	100-5T



1           **WHEREAS**, the use of the PROPERTY is consistent with and furthers the purpose of  
2 the PROJECT AREA's PLAN.

3           **NOW, THEREFORE**, in consideration of the preceding promises and the mutual  
4 covenants and agreements hereinafter contained, the parties hereto do hereby agree as  
5 follows:

6           **SECTION 1. PROPERTY DESCRIPTION.** The PROPERTY, known as the Jurupa  
7 Valley Boxing Club, consists of one multi-purpose building of approximately 4,800 square  
8 feet located at 5626 Mission Boulevard, Riverside County, California, known as Assessor's  
9 Parcel Number 181-052-004, and vacant land to be used as a parking lot known as 181-  
10 052-017 and 181-052-018 as depicted on Exhibit "A", attached hereto and incorporated  
11 herein by reference.

12           **SECTION 2. USE.**

13           A.     The PROPERTY is leased to DISTRICT for the purpose of training local youth  
14                 in the art and techniques of boxing and for conducting quarterly boxing  
15                 matches.

16           B.     With prior written approval from the AGENCY, DISTRICT may provide  
17                 additional services or modify the implementation of their programs to ensure  
18                 that the needs of the community are being met.

19           C.     DISTRICT shall use the PROPERTY for the purpose designated by the PLAN.

20           **SECTION 3. ACCEPTANCE OF PREMISES.** DISTRICT shall accept the  
21 PROPERTY in its condition suitable for use as of October 1, 2009 (the "EFFECTIVE  
22 DATE"), subject to all applicable restrictions of record, zoning and other laws regulating the  
23 use of the PROPERTY. DISTRICT acknowledges that the AGENCY has made no  
24 representation or warranty as to the suitability of the PROPERTY for the conduct of  
25 DISTRICT's business, except as otherwise expressly agreed to in writing, or the physical  
26 condition of the PROPERTY. DISTRICT'S beginning performance of services under this  
27 LEASE on the EFFECTIVE DATE and failing to object to any condition of the PROPERTY in  
28 writing on or before thirty (30) days after the EFFECTIVE DATE shall be conclusive  
29 evidence that DISTRICT accepts the PROPERTY and that it was in good condition as of the

1 EFFECTIVE DATE. The PROPERTY'S Parking lot is not constructed as of the date of this  
2 LEASE. Upon completion of the PROPERTY'S parking lot, it will be deemed acceptable  
3 unless DISTRICT objects to any condition of the parking lot in writing on or before thirty (30)  
4 days after construction is completed on the parking lot.

5 **SECTION 4. TERM.**

6 **A.** The term of this LEASE shall be for a five (5) year period commencing  
7 October 1, 2009 and terminating July 31, 2014.

8 **B.** Notwithstanding subsection C below, any holding over by DISTRICT at the  
9 expiration of said term shall be deemed a month-to-month tenancy upon the same terms  
10 and conditions of this LEASE.

11 **C.** The term of this LEASE may be extended by mutual agreement of the  
12 AGENCY and the DISTRICT and shall be incorporated by an amendment executed by both  
13 the AGENCY and the DISTRICT. Authorize the Executive Director of the AGENCY to  
14 execute amendments.

15 **D.** AGENCY shall invoice DISTRICT monthly for maintenance services pursuant  
16 to this paragraph. DISTRICT shall pay said invoices on or before the fifteenth (15<sup>th</sup>) day of  
17 each and every month for maintenance services for the prior month. Said invoices shall be  
18 accompanied by line item breakdown by category of maintenance expenses pursuant to this  
19 paragraph.

20 **SECTION 5. RENT.** DISTRICT shall pay \$1.00 per year to AGENCY for the term of  
21 this LEASE which shall constitute "Rent" under this LEASE. Such rent shall be paid by May  
22 first of each year for the term of the LEASE and sent to AGENCY's address set forth in  
23 Section 11 herein.

24 **SECTION 6. DISTRICT OBLIGATIONS.**

25 **A. OPERATIONS.**

26 1. The PROPERTY shall, at a minimum, be open to the public Monday  
27 through Thursday from 4:00 p.m. to 8:30 p.m.

28 2. As permitted by law, the PROPERTY may be open mornings, Fridays,  
29 weekends and holidays.

1           **B.     UTILITIES.**     DISTRICT shall pay all costs for all utility services used in  
2 connection with the operation of the PROPERTY throughout the term of this LEASE.

3           **C.     MAINTENANCE.**     DISTRICT shall pay all cost to maintain the PROPERTY  
4 including, but not limited to air-conditioning equipment, heating equipment, plumbing,  
5 electrical wiring and fixtures, windows and structural parts in good working condition and  
6 repair, and in compliance with federal, state, and local laws, ordinances, rules and  
7 regulations relating to fire, health and safety, and DISTRICT shall pay all cost to fully  
8 maintain the exterior and the interior of the PROPERTY using choice of custodial services.  
9 DISTRICT shall pay all costs to maintain the security film on windows should they be  
10 vandalized or damaged in any way.     DISTRICT shall pay all cost to maintain the  
11 PROPERTY's landscaping and irrigation in good clean healthy condition. Any dead or  
12 dying plants, turf or trees shall be replaced in a timely fashion. The PROPERTY shall be  
13 cleaned once per week.

14           1.     AGENCY shall invoice DISTRICT monthly for maintenance services  
15 pursuant to this paragraph. Said invoices shall be accompanied by line item breakdown by  
16 category of maintenance expenses pursuant to this paragraph.

17           2.     DISTRICT shall pay said invoices on or before the fifteenth (15<sup>th</sup>) day of  
18 each and every month for maintenance services for the prior month.

19           **D.     IMPROVEMENTS.**     DISTRICT agrees that it is the expert regarding the  
20 improvements needed for the purpose and use under this LEASE. DISTRICT at its own  
21 expense shall prepare the PROPERTY for useful occupancy as necessary to perform the  
22 functions required under this LEASE. It is DISTRICT's sole responsibility to install, maintain  
23 and use the improvements needed to perform the functions required under this LEASE and  
24 DISTRICT agrees to do so at its own risk.

25           DISTRICT agrees to submit any construction and capital improvement plans for the  
26 PROPERTY to AGENCY for review and approval prior to installation or construction.  
27 DISTRICT understands and agrees that such improvements, alterations and installation of  
28 fixtures are subject to County of Riverside Ordinances No. 348 and 457, applicable Fire  
29 Codes, the Americans with Disabilities Act, as well as other applicable County of Riverside

1 ordinances. All alterations and improvements to be made and fixtures installed or caused to  
2 be made and installed, by DISTRICT shall become the property of AGENCY with the  
3 exception of trade fixtures as such term is used in Section 1019 of the Civil Code.

4 At or prior to the expiration of this LEASE, DISTRICT may remove such trade  
5 fixtures, provided, however, that such removal does not cause injury or damage to the  
6 PROPERTY, or in the event it does, DISTRICT shall restore the PROPERTY to its original  
7 shape and condition. In the event such trade fixtures are not removed, AGENCY may at its  
8 own discretion either: 1) remove and store such fixtures and restore the PROPERTY for the  
9 account of DISTRICT, and in such event, DISTRICT shall within thirty (30) days after billing  
10 and accounting reimburse AGENCY for the costs so incurred, or 2) take and hold such  
11 fixtures as its sole property.

12 **SECTION 7. OVERSIGHT BY AGENCY.** The AGENCY may visit the PROPERTY  
13 for the purpose of reviewing the uses being conducted at the PROPERTY by DISTRICT.  
14 The AGENCY shall provide at least 24 hour notice to DISTRICT prior to visit which shall be  
15 done during normal business hours.

16 **SECTION 8. NONDISCRIMINATION.** DISTRICT herein covenants by and for  
17 himself or herself, his or her heirs, executors, administrator, and assigns, and all persons  
18 claiming under or through them, that this lease is made and accepted upon and subject to  
19 the following conditions: That there shall be no discrimination against or segregation of any  
20 person or group of persons on account of any basis listed in subdivision (a) or (d) of Section  
21 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,  
22 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2  
23 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or  
24 enjoyment of the PROPERTY herein leased, nor shall the LESSEE himself or herself, or  
25 any person claiming under or through him or her, establish or permit any such practice or  
26 practices of discrimination or segregation with reference to the selection, location, number,  
27 use or occupancy of tenants, lessees, subtenants, subleases, or vendees in the  
28 PROPERTY herein conveyed. The foregoing covenants shall run with the land.

29 **SECTION 9. DEFAULT.**

1           **A.** This LEASE shall be in default if DISTRICT uses the PROPERTY for any  
2 purpose other than that authorized in the LEASE, fails to maintain the PROPERTY or the  
3 improvements in the manner provided for in the LEASE, fails to pay any installment of rent  
4 or other sum when due as provided for in the LEASE, fails to comply with or perform any  
5 other covenant, condition, provision or restriction provided for in the LEASE, abandons the  
6 PROPERTY, allows the PROPERTY to be attached, levied upon, or seized under legal  
7 process, or if the DISTRICT files or commits an act of bankruptcy, has a receiver or  
8 liquidator appointed to take possession of the PROPERTY, or commits or permits waste on  
9 the PROPERTY, then the DISTRICT shall be deemed in default under the terms of the  
10 LEASE.

11           **B.** The AGENCY shall provide DISTRICT with a thirty (30) day written notice to  
12 remedy any and all defaults. Upon the failure of DISTRICT to properly address default  
13 provisions, AGENCY shall have the right to terminate this LEASE and retake possession of  
14 the PROPERTY together with all additions, alterations, and improvements thereto.  
15 AGENCY shall also retain all rights to seek any and all remedies at law or in equity available  
16 in the event of DISTRICT's default.

17           **SECTION 10. TERMINATION.**

18           **A.** DISTRICT and/or AGENCY shall have the option to terminate this LEASE if  
19 the PROPERTY is destroyed or damaged to the extent that it cannot be repaired within sixty  
20 (60) days, or if more than twenty-five percent (25%) of the PROPERTY is destroyed. If  
21 DISTRICT elects not to terminate this LEASE despite partial damage or destruction of the  
22 PROPERTY, then DISTRICT shall at its sole expense, make any repairs needed to the  
23 PROPERTY as the result of said damage or destruction. DISTRICT reserves the right to  
24 determine what, if any, portions of the PROPERTY are usable. This LEASE can be  
25 terminated by either the DISTRICT and/or the AGENCY with a 30 day written notice.

26           **B.** The AGENCY shall have the option to terminate this LEASE if the PROPERTY  
27 is destroyed or damaged to the extent that they cannot be repaired within sixty (60) days, or  
28 if more than twenty-five percent (25%) of the premises are destroyed.

29           **C.** The AGENCY may terminate this LEASE in the event of a material default and

1 breach of this LEASE, by giving thirty (30) days written notice of such breach and DISTRICT  
2 has failed to either cure the default or commence such cure in a timely manner.

3           **SECTION 11. NOTICES.** Any notices required or desired to be served by either  
4 party upon the other shall be deemed delivered if sent by certified mail, return receipt  
5 requested to the following, or to such other addresses as from time to time shall be  
6 designated by the respective parties:

7 **AGENCY**

8 Tina English  
9 Deputy Director  
10 Redevelopment Agency for the County of Riverside  
11 3403 10<sup>th</sup> St  
12 Riverside, CA 92501  
13 (951) 955-8916  
14 (951) 955-6685 FAX

**DISTRICT**

Scott Bangle  
Director  
Riverside County Regional  
Park & Open-Space District  
4600 Crestmore Rd  
Riverside, CA 92509  
(951) 955-4398  
(951) 955-4305

13           **SECTION 12. ASSIGNMENT & SUBLEASES.** DISTRICT shall not assign this  
14 LEASE, or sublease the PROPERTY without the written consent of AGENCY. Such  
15 consent shall not be unreasonably withheld by the AGENCY.

16           **SECTION 13. INSURANCE.** Without limiting or diminishing the DISTRICT's  
17 obligation to indemnify or hold the AGENCY harmless, DISTRICT shall procure and  
18 maintain or cause to be maintained, at its sole cost and expense, the following insurance  
19 coverage's during the term of this LEASE.

20           **A. Workers' Compensation:** If the DISTRICT has employees as defined  
21 by the State of California, the DISTRICT shall maintain statutory Workers' Compensation  
22 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall  
23 include Employers' Liability (Coverage B) including Occupational Disease with limits not less  
24 than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation  
25 in favor of The AGENCY, and, if applicable, to provide a Borrowed Servant/Alternate  
26 Employer Endorsement.

27           **B. Commercial General Liability:** Commercial General Liability insurance  
28 coverage, including but not limited to, premises liability, contractual liability, products and  
29 completed operations liability, personal and advertising injury, and cross liability coverage,

1 covering claims which may arise from or out of DISTRICT'S performance of its obligations  
2 hereunder. Policy shall name the AGENCY, the County of Riverside, the Agencies, Districts,  
3 Special Districts, and Departments of the County of Riverside and their respective directors,  
4 officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials,  
5 agents or representatives as Additional Insured. Policy's limit of liability shall not be less  
6 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
7 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times  
8 the occurrence limit.

9 **C. Vehicle Liability:** If vehicles or mobile equipment are used in the  
10 performance of the obligations under this Agreement, then DISTRICT shall maintain liability  
11 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
13 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times  
14 the occurrence limit. Policy shall name the AGENCY, the County of Riverside, the Agencies,  
15 Districts, Special Districts, and Departments of the County of Riverside and their respective  
16 directors, officers, Board of Supervisors, Board of Director, employees, elected or appointed  
17 officials, agents or representatives as Additional Insured.

18 **D. General Insurance Provisions - All lines:**

19 1) Any insurance carrier providing insurance coverage hereunder  
20 shall be admitted to the State of California and have an A M BEST rating of not less than A:  
21 VIII (A:8) unless such requirements are waived, in writing, by the AGENCY Risk Manager.  
22 If the AGENCY's Risk Manager waives a requirement for a particular insurer such waiver is  
23 only valid for that specific insurer and only for one policy term.

24 2) The DISTRICT'S insurance carrier(s) must declare its insurance  
25 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence  
26 such retentions shall have the prior written consent of the AGENCY Risk Manager before  
27 the commencement of operations under this Agreement. Upon notification of self insured  
28 retention unacceptable to the AGENCY, and at the election of the AGENCY's Risk  
29 Manager, DISTRICT'S carriers shall either; 1) reduce or eliminate such self-insured

1 retention as respects this Agreement with the AGENCY, or 2) procure a bond which  
2 guarantees payment of losses and related investigations, claims administration, and  
3 defense costs and expenses.

4           3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to  
5 furnish the AGENCY with either 1) a properly executed original Certificate(s) of Insurance  
6 and certified original copies of Endorsements effecting coverage as required herein, and 2)  
7 if requested to do so orally or in writing by the AGENCY Risk Manager, provide original  
8 Certified copies of policies including all Endorsements and all attachments thereto, showing  
9 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
10 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written  
11 notice shall be given to the AGENCY prior to any material modification, cancellation,  
12 expiration or reduction in coverage of such insurance. In the event of a material  
13 modification, cancellation, expiration, or reduction in coverage, this Agreement shall  
14 terminate forthwith, unless the AGENCY receives, prior to such effective date, another  
15 properly executed original Certificate of Insurance and original copies of endorsements or  
16 certified original policies, including all endorsements and attachments thereto evidencing  
17 coverage's set forth herein and the insurance required herein is in full force and effect.  
18 DISTRICT shall not commence operations until the AGENCY has been furnished original  
19 Certificate (s) of Insurance and certified original copies of endorsements and if requested,  
20 certified original policies of insurance including all endorsements and any and all other  
21 attachments as required in this Section. An individual authorized by the insurance carrier to  
22 do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
23 Insurance.

24           4) It is understood and agreed to by the parties hereto that the  
25 DISTRICT'S insurance shall be construed as primary insurance, and the AGENCY'S  
26 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall  
27 not be construed as contributory.

28           5) If, during the term of this Agreement or any extension thereof,  
29 there is a material change in the scope of services; or, there is a material change in the

1 equipment to be used in the performance of the scope of work which will add additional  
2 exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this  
3 Agreement, including any extensions thereof, exceeds five (5) years the AGENCY reserves  
4 the right to adjust the types of insurance required under this Agreement and the monetary  
5 limits of liability for the insurance coverage's currently required herein, if; in the AGENCY  
6 Risk Manager's reasonable judgment, the amount or type of insurance carried by the  
7 DISTRICT has become inadequate.

8           6) DISTRICT shall pass down the insurance obligations contained  
9 herein to all tiers of sublessees working under this Agreement.

10           7) The insurance requirements contained in this Agreement may be  
11 met with a program(s) of self-insurance acceptable to the AGENCY.

12           8) DISTRICT agrees to notify AGENCY of any claim by a third party  
13 or any incident or event that may give rise to a claim arising from the performance of this  
14 Agreement.

15           **SECTION 14. INDEMNIFICATION.** DISTRICT shall indemnify and hold harmless  
16 the AGENCY, the County of Riverside, the Agencies, Districts, Special Districts and  
17 Departments of the County of Riverside and their respective directors, officers, Board of  
18 Supervisors, Board of Directors, elected and appointed officials, employees, agents and  
19 representatives ("Indemnified Parties") from any liability whatsoever, based or asserted  
20 upon any services of DISTRICT, its officers, employees, agents or representatives arising  
21 out of or in any way relating to this Agreement, including but not limited to property damage,  
22 bodily injury, or death or any other element of any kind or nature whatsoever arising from  
23 the performance of DISTRICT, its officers, agents, employees, agents or representatives  
24 from this Agreement. DISTRICT shall defend, at its sole expense, all costs and fees  
25 including, but not limited, to attorney fees, cost of investigation, defense and settlements or  
26 awards, the Indemnified Parties in any claim or action based upon such alleged acts or  
27 omissions.

28           With respect to any action or claim subject to indemnification herein by DISTRICT,  
29 DISTRICT shall, at their sole cost, have the right to use counsel of their own choice and

1 shall have the right to adjust, settle, or compromise any such action or claim without the  
2 prior consent of AGENCY; provided, however, that any such adjustment, settlement or  
3 compromise in no manner whatsoever limits or circumscribes DISTRICT'S indemnification  
4 to AGENCY as set forth herein.

5 DISTRICT'S obligation hereunder shall be satisfied when DISTRICT has provided to  
6 AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the  
7 action or claim involved.

8 The specified insurance limits required in this Agreement shall in no way limit or  
9 circumscribe DISTRICT'S obligations to indemnify and hold harmless the Indemnified  
10 Parties herein from third party claims.

11 In the event there is conflict between this clause and California Civil Code Section  
12 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
13 shall not relieve the DISTRICT from indemnifying the AGENCY to the fullest extent allowed  
14 by law.

15 **SECTION 15. HAZARDOUS WASTE.** DISTRICT shall not cause or permit  
16 its agents, contractors or employees to cause the PROPERTY to be in violation of any  
17 federal, state or local laws, ordinances or regulations relating to industrial hygiene or to  
18 environmental conditions on, under or about the PROPERTY including, but not limited to,  
19 soil and ground water conditions. DISTRICT shall not use, generate, manufacture, store or  
20 dispose of on, under or about the PROPERTY or transport to or from the PROPERTY any  
21 flammable explosives, radioactive materials, hazardous wastes, toxic substances or related  
22 materials, including, without limitation, any substances defined as or included in the  
23 definition of "hazardous substances", hazards wastes", "hazardous materials" or "toxic  
24 substances" under any applicable federal or state laws or regulations including without  
25 limitation, California Health and Safety Code Section 25316, as well as any amended or  
26 successor statute as may exist from time to time during the term of this Agreement, as well  
27 as any petroleum or petroleum derived product, natural gas, liquefied natural gas, synthetic  
28 fuel gas, radioactive materials or waste and/or medical waste as defined in California Health  
29

1 and Safety Code Section 117690 as well as any amended or successor statues as may  
2 exist t from time to time during the terms of this Agreement.

3 **SECTION 16. BINDING ON SUCCESSORS.** The terms and conditions herein  
4 contained shall apply to and bind the heirs, successors in interest, executors,  
5 administrators, representatives, and assigns of all the parties hereto.

6 **SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.** By executing this  
7 LEASE, the DISTRICT hereby certifies that it will adhere to and comply with all federal,  
8 state, and local laws, regulations and ordinances.

9 **SECTION 18. PERSONNEL.** DISTRICT represents that is has all the personnel  
10 required to perform the maintenance services under this LEASE or will subcontract for  
11 necessary services. DISTRICT personnel shall not be employed by, not have any direct  
12 contractual relationship with the AGENCY. The DISTRICT, its employees or personnel  
13 under direct contract with the DISTRICT shall perform all services required hereunder.  
14 DISTRICT and its agents, servants, employees and shall act at all times in an independent  
15 capacity during the term of this LEASE and shall not act as, and shall not be, nor shall they  
16 in any manner be construed to be agents, officers or employees of the AGENCY.

17 **SECTION 19. AMENDMENTS.** This LEASE shall not be amended unless such  
18 changes are mutually agreed upon by the AGENCY and the DISTRICT and shall be  
19 incorporated in written executed amendments to this LEASE.

20 **SECTION 20. MINISTERIAL ACTS.** The Executive Director of the AGENCY shall be  
21 authorized to execute amendments to extend term annually. The Executive Director of the  
22 AGENCY or appropriate to implement the terms and provisions of this LEASE as it may be  
23 amended from time to time by the AGENCY.

24 **SECTION 21. CONFLICT OF INTEREST.** No member, official or employee of the  
25 AGENCY or DISTRICT shall have any personal interest, direct or indirect, in this LEASE nor  
26 shall nay member, official or employee participate in any decision relating to this LEASE  
27 which affects his or her personal interests or the interests of any corporation, partnership or  
28 association in which he or she is directly or indirectly interested.

29

1           **SECTION 22. GOVERNING LAW; JURISDICTION.** This Agreement shall be  
2 governed by and construed in accordance with the laws of the State of California. The  
3 AGENCY AND DISTRICT agree that this Agreement has been entered into at Riverside  
4 County, California, and that any legal action related to the interpretation or performance of  
5 the Agreement shall be filed in the Superior Court for the State of California, in Riverside,  
6 California.

7           **SECTION 23. NO THIRD PARTY BENEFICIARIES.** This LEASE in made and  
8 entered into for the sole protection and benefit of the parties hereto. No other person or  
9 entity shall have any right of action based upon the provisions of this LEASE.

10           **SECTION 24. SEVERABILITY.** Each section and provision of this LEASE is  
11 severable from each other provision, and if any provision or part thereof is declared invalid,  
12 the remaining provisions shall remain in full force and effect.

13           **SECTION 25. WAIVER.** Failure by a party to insist upon the strict performance of  
14 any of the provisions of this LEASE by the other party, or failure by a party to exercise its  
15 rights upon the default of the other party, shall not constitute a waiver of such party's right to  
16 insist and demand strict compliance by the other party with the terms of this LEASE  
17 thereafter.

18           **SECTION 26. AUTHORITY TO EXECUTE.** The persons executing this LEASE  
19 on behalf of the parties to this LEASE hereby warrant and represent that the have the  
20 authority to execute this LEASE and warrant and represent that they have the authority to  
21 bind the respective parties to this LEASE and to the performance of its obligations  
22 hereunder.

23           **SECTION 27. ATTORNEY'S FEES.** In the event of any litigation or arbitration  
24 between AGENCY and DISTRICT to enforce any of the provisions of this LEASE or any  
25 right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to  
26 pay to the prevailing party all costs and expenses, including reasonable attorney's fees,  
27 incurred therein by the prevailing party, all of which shall be included in and as a part of the  
28 judgment rendered in such litigation or arbitration.

29           **SECTION 28. COUNTERPARTS.** This LEASE may be signed by the different

1 parties hereto in counterparts, each of which shall be an original but all of which together  
2 shall constitute one and the same LEASE.

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4 (LEASE CONTINUES ON NEXT PAGE)  
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1           **SECTION 29. ENTIRE LEASE.** This LEASE is intended by the Parties hereto as a  
2 final expression of their understanding with respect to the subject matter hereof and as a  
3 complete and exclusive statement of the terms and conditions thereof and supersedes any  
4 and all prior and contemporaneous leases, agreements and understandings, oral or written,  
5 in connection therewith. This LEASE may be changed or modified only upon the written  
6 consent of the Parties hereto.

7           **IN WITNESS WHEREOF,** the AGENCY and DISTRICT have execute this LEASE as  
8 of the date first above written.

9  
10 **REDEVELOPMENT AGENCY**  
11 **FOR THE COUNTY OF RIVERSIDE**

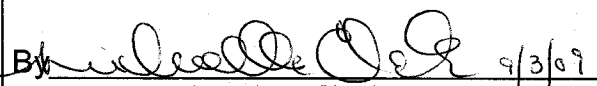
**RIVERSIDE COUNTY REGIONAL PARK &**  
**OPEN-SPACE DISTRICT**

12  
13 \_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_ Chairman, Board of Directors

14  
15 **APPROVED AS TO FORM:**  
16 Pamela J. Walls  
AGENCY Counsel

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

17  
18  
19 By  9/3/09  
Deputy Michelle Clark

By \_\_\_\_\_  
Deputy

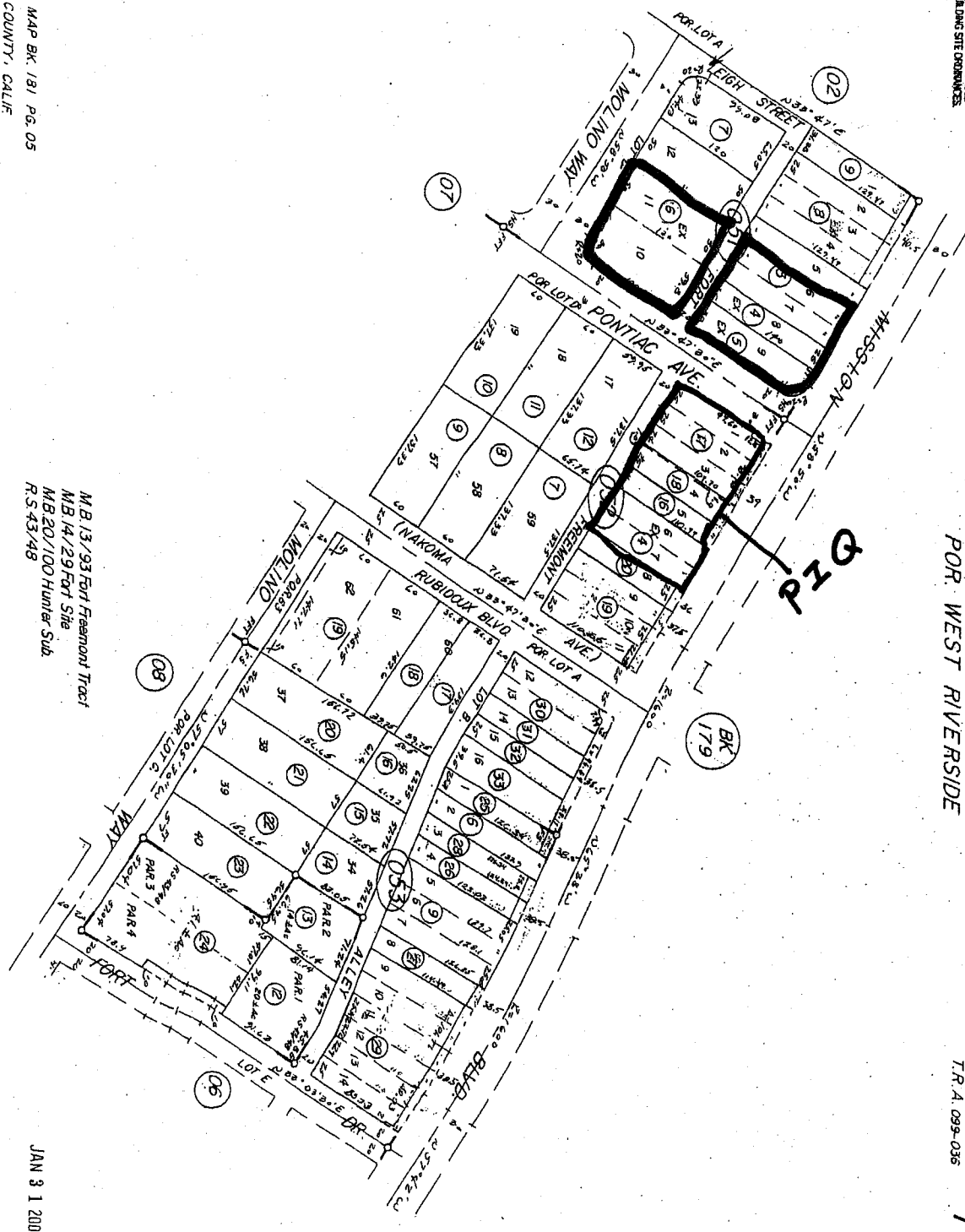
20  
21  
22 FORM APPROVED COUNTY COUNSEL  
BY:  9-1-09  
SYNTHIA M. GUNZEL DATE

# EXHIBIT A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES AND CONTAINS ONLY  
 INFORMATION FROM AGENCY OF THE DATA SOURCE ASSIGNED TO THE  
 MAP AND DOES NOT CONSTITUTE A GUARANTEE OF BUILDING SITE CONDITIONS.

JAN 09 2006

ASSESSOR'S MAP BK. 181 PG. 05  
 RIVERSIDE COUNTY, CALIF.



POR. WEST RIVERSIDE

T.R.A. 099-036

181-05

M.B. 13/93 Fort Fremont Tract  
 M.B. 14/29 Fort Site  
 M.B. 20/100 Hunter Sub.  
 R.S. 43/48

JAN 3 1 2006  
 FEB 1974

DATE	BLD NO	AREA	PERM NO
11-05	052-18	18.57	
12-08	053-7	18.57	
05-1	053-2	16.57	
05-1	053-3	16.57	
05-1	053-4	16.57	
05-1	053-5	16.57	
05-1	053-6	16.57	
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