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



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 30, 2010

SUBJECT: Public Hearing and approval of the Lease Agreement between the Redevelopment Agency for the County of Riverside (Lessor) and the Riverside County Regional Park & Open-Space District (Lessee)

RECOMMENDED MOTION: That the Board of Directors:

1. Conduct a joint public hearing with the County of Riverside Board of Supervisors pursuant to Section 33431 and 33433 of the Health and Safety Code;
2. Find that although the Lease Agreement between the Redevelopment Agency for the County of Riverside and the Riverside County Regional Park & Open-Space District could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration and have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration;
3. Approve RDA Resolution No. 2010-213, Approval of the Lease Agreement between Redevelopment Agency for the County of Riverside (Lessor) and the Riverside County Regional Park & Open-Space District (Lessee);

(Continued)

Robert Field
Executive Director

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FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

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

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 6/30/10
Departmental Concurrence

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

Prev. Agn. Ref.: 12/16/08

District: 3

Agenda Number:

4.4

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Approve and authorize the Chairman to execute the Lease Agreement between the Redevelopment Agency for the County of Riverside (Agency) and the Riverside County Regional Park & Open-Space District (District);
5. 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
6. Authorize the Executive Director of the Redevelopment Agency, or designee, to subject to County Counsel approval; execute amendments to extend the terms of the lease.

BACKGROUND:

The Agency is constructing the Jurupa Valley Aquatic Center ("Center") consisting of approximately 8.96 acres located at 4310 Camino Real, Riverside, in Riverside County, known as Assessor's Parcel Numbers 181-030-026 and 181-030-043 as depicted on Exhibit "A", attached hereto and incorporated herein by reference. The Center will consist of an approximately 11,000 square foot administrative/operations building, 220 parking spaces, 25 yard by 35 yard competition pool, lazy river, wave rider, children's water playground area, and three water slides with a recreational pool. The Center will also have grass areas for seating, stadium seating and lighting, concession stand, and multiple picnic areas with permanent shade structures and all necessary related improvements. Pursuant to the Lease Agreement, the District will operate the facility and operate the seasonal events, which will be temporary in nature and if applicable, a temporary use permit will be required. The District will enter into an annual Memorandum of Understanding with the Jurupa Valley Unified School District to set forth the terms for sharing the cost of using the Center.

The Agency wishes to lease the Center to the District for the purpose of providing recreational aquatic services to the community. The term of the lease shall be for a ten year period commencing August 1, 2010, and terminating July 30, 2020. 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 during the term of the lease which shall constitute rent under this lease. Rent shall be paid by July 1, annually for the term on the lease.

Staff prepared an Initial Study and determined that although the Lease Agreement between the Redevelopment Agency for the County of Riverside and the Riverside County Regional Park & Open-Space District could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration and have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration.

The attached Notice of Intent to Adopt a Finding of Nothing Further is Required was posted on June 29, 2010.

Staff recommends approval of the attached Lease Agreement between the Agency and the District.

2 **RESOLUTION NO. 2010-213**
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 4310 Camino Real,
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**, the Jurupa Valley Aquatic Center was developed on the Property;
26 and

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

WHEREAS, the consideration is not less than the fair reuse value at its proposed

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 9/30/10

1 use, when considered with covenants, conditions, and restrictions imposed on the
2 Property; and

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

7 **WHEREAS**, although the lease agreement between the Agency and District
8 could have a significant effect on the environment, nothing further is required because
9 all potentially significant effects have been adequately analyzed in the earlier Mitigated
10 Negative Declaration RDA/CEQA 2008-03 that was adopted by the Board of Directors
11 on December 16, 2008 and have been avoided or mitigated pursuant to that earlier
12 Mitigated Negative Declaration.

13 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
14 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
15 California, in regular session assembled on July 13, 2010, as follows:

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

18 2. That the Redevelopment Agency for the County of Riverside is authorized
19 to lease real property located at 4310 Camino Real, Riverside, located in the
20 unincorporated area of Riverside County to the District.

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

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

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

27 6. That the Executive Director of the Redevelopment Agency or designee is
28 hereby authorized to take necessary steps to complete this transaction including

1 executing subsequent annual renewal agreements, subject to County Counsel approval,
2 and any other subsequent, relevant and necessary documents.

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1 AGENCY desires to lease the PROPERTY to DISTRICT to conduct programs which provide
2 swimming activities to the community in the unincorporated community of Jurupa; and

3 **WHEREAS**, DISTRICT and AGENCY acknowledge that AGENCY and the Jurupa
4 Unified School District (the "SCHOOL") entered into that certain Shared Use Agreement
5 dated December 16, 2008, (the "Shared Use Agreement"), which allows the SCHOOL to
6 use the joint use areas of the PROPERTY during specific times and requires the SCHOOL
7 to fund its proportionate share of maintenance costs for the joint use areas; and

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

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

13 **SECTION 1. PROPERTY DESCRIPTION.** The PROPERTY, known as the Jurupa
14 Valley Aquatic Center, consists of approximately 8.96 acres located at 4310 Camino Real,
15 Rubidoux, Riverside County, California, known as Assessor's Parcel Number 183-030-026
16 and 183-030-043 as depicted on Exhibit "A", attached hereto and incorporated herein by
17 reference.

18 **SECTION 2. USE.**

19 **A.** The PROPERTY is leased to DISTRICT for the purpose of providing
20 swimming activities to the community.

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

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

25 **D.** AGENCY, or its assigns or successors-in-interest, consents to DISTRICT
26 collecting fees for public use of the facilities.

27 **SECTION 3. ACCEPTANCE OF PREMISES.** DISTRICT shall accept the
28 PROPERTY in its condition suitable for use as of August 1, 2010 (the "EFFECTIVE DATE"),

1 or upon completion of construction whichever is later, subject to all applicable restrictions of
2 record, zoning and other laws regulating the use of the PROPERTY. DISTRICT
3 acknowledges that the AGENCY has made no representation or warranty as to the
4 suitability of the PROPERTY for the conduct of DISTRICT's business, except as otherwise
5 expressly agreed to in writing, or the physical condition of the PROPERTY. DISTRICT'S
6 beginning performance of services under this LEASE on the EFFECTIVE DATE and failing
7 to object to any condition of the PROPERTY in writing on or before thirty (30) days after the
8 EFFECTIVE DATE shall be conclusive evidence that DISTRICT accepts the PROPERTY
9 and that it was in good condition as of the EFFECTIVE DATE.

10 **SECTION 4. TERM.**

11 **A.** The term of this LEASE shall be for a ten (10) year period commencing on the
12 Effective Date as set forth in Section 3.

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

16 **C.** The term of this LEASE may be extended by mutual agreement of the
17 AGENCY and the DISTRICT and shall be incorporated by an amendment executed by both
18 the AGENCY and the DISTRICT or their designee.

19 **SECTION 5. RENT.** DISTRICT shall pay \$1.00 per year to AGENCY for the term of
20 this LEASE which shall constitute "Rent" under this LEASE. Such rent shall be paid by
21 August first of each year for the term of the LEASE and sent to AGENCY's address set forth
22 in Section 12 herein.

23 **SECTION 6. DISTRICT OBLIGATIONS.**

24 **A. OPERATIONS.** The PROPERTY shall, at a minimum, be open to the public
25 during the month of May on weekends from 10 a.m. to 9 p.m., months of June thru August
26 from 10 a.m. to 9 p.m. seven days per week, and in September, on weekends from 10 a.m.
27 to 9 p.m. for recreational services to the public. The PROPERTY shall remain open year-
28 round for use of the competition pool by the local school district.

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 costs 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 **D. IMPROVEMENTS.** DISTRICT agrees to submit any construction and capital
15 improvement plans for the PROPERTY to AGENCY for review and approval prior to
16 installation or construction. DISTRICT understands and agrees that such improvements,
17 alterations and installation of fixtures are subject to County of Riverside Ordinances No. 348
18 and 457, applicable Fire Codes, the Americans with Disabilities Act, as well as other
19 applicable County of Riverside ordinances. All alterations and improvements to be made
20 and fixtures installed or caused to be made and installed, by DISTRICT shall become the
21 property of AGENCY with the exception of trade fixtures as such term is used in Section
22 1019 of the Civil Code.

23 At or prior to the expiration of this LEASE, DISTRICT may remove such trade
24 fixtures, provided, however, that such removal does not cause injury or damage to the
25 PROPERTY, or in the event it does, DISTRICT shall restore the PROPERTY to its original
26 shape and condition. In the event such trade fixtures are not removed, AGENCY may at its
27 own discretion either: 1) remove and store such fixtures and restore the PROPERTY for the
28 account of DISTRICT, and in such event, DISTRICT shall within thirty (30) days after billing

1 and accounting reimburse AGENCY for the costs so incurred, or 2) take and hold such
2 fixtures as its sole property.

3 **E. WATER QUALITY MANAGEMENT PLAN.** DISTRICT shall be responsible
4 for the operation and maintenance of all best management practices (BMPs) associated
5 with the PROPERTY's Water Quality Management Plan for the term of the LEASE.
6 DISTRICT shall be responsible for any fine, penalty, or any other civil, administrative or
7 criminal liability resulting from the DISTRICT's failure to maintain the BMPs.

8 **SECTION 7. AGENCY OBLIGATIONS.**

9 **A.** AGENCY or its assigns or successors-in-interest shall allocate all funds
10 received from SCHOOL pursuant to the Shared Use Agreement to the DISTRICT for the
11 benefit of the PROPERTY.

12 **B.** In the event that SCHOOL enters into a written agreement that re-directs any
13 funds the SCHOOL may receive pursuant to the California Community Redevelopment Law,
14 commencing with Health and Safety Code Section 33000 et seq., to the DISTRICT in an
15 amount up to the amount set forth in the Shared Use Agreement, all such funds shall be
16 credited against the amount allocated by AGENCY to DISTRICT in Section 7. A. above.

17 **C.** Within thirty (30) days of the above referenced written agreement being
18 approved and executed, AGENCY shall cause the SCHOOL to notify in writing both the
19 AGENCY and DISTRICT of such agreement. In the event that SCHOOL fails to provide
20 any funds pursuant to Section 7.A. or 7.B. or funds are otherwise unavailable, DISTRICT
21 shall not be responsible for the SCHOOL's proportionate share of costs as defined in the
22 Shared Use Agreement. DISTRICT shall not be responsible for maintaining and operating
23 the PROPERTY to the standards provided herein if the maintenance costs that would have
24 been funded by the SCHOOL are not paid to DISTRICT. DISTRICT shall be entitled to
25 reduce services and operation hours accordingly. In the event that funding from SCHOOL
26 ceases for greater than 180 days, AGENCY or its successors-in-interest and DISTRICT,
27 shall have the right to amend or terminate this LEASE with thirty (30) days written notice.

28 ///

1 **SECTION 8. OVERSIGHT BY AGENCY.** The AGENCY may visit the PROPERTY
2 for the purpose of reviewing the uses being conducted at the PROPERTY by DISTRICT.
3 The AGENCY shall provide at least 24 hour notice to DISTRICT prior to visit which shall be
4 done during normal business hours.

5 **SECTION 9. NONDISCRIMINATION.** DISTRICT herein covenants by and for
6 himself or herself, his or her heirs, executors, administrator, and assigns, and all persons
7 claiming under or through them, that there shall be no discrimination against or segregation
8 of any person or group of persons on account of race, color, creed, religion, disability, sex,
9 sexual orientation, marital status, familial status, source of income or disability in the sale,
10 ancestry or national origin in the LEASE, sublease, transfer, use, occupancy, tenure or
11 enjoyment of the PROPERTY herein lease, nor shall the DISTRICT, or any persons
12 claiming under or through him or her, establish or permit any such practice or practices of
13 discrimination or segregation with reference to the selection, location number, use or
14 occupancy of tenants, DISTRICTs, subtenants, subleases or vendees in the PROPERTY
15 herein conveyed. The foregoing covenants shall run with the land.

16 **SECTION 10. DEFAULT.**

17 **A.** The DISTRICT shall be deemed in default of this LEASE if DISTRICT uses the
18 PROPERTY for any purpose other than that authorized in the LEASE, fails to maintain the
19 PROPERTY or the improvements in the manner provided for in the LEASE, fails to pay any
20 installment of rent or other sum when due as provided for in the LEASE, fails to comply with
21 or perform any other covenant, condition, provision or restriction provided for in the LEASE,
22 abandons the PROPERTY, allows the PROPERTY to be attached, levied upon, or seized
23 under legal process, or if the DISTRICT files or commits an act of bankruptcy, has a
24 receiver or liquidator appointed to take possession of the PROPERTY, or commits or
25 permits waste on the PROPERTY.

26 **B.** The AGENCY shall provide DISTRICT with a thirty (30) day written notice to
27 remedy any and all defaults. Upon the failure of DISTRICT to properly address default,
28 AGENCY shall have the right to terminate this LEASE and retake possession of the

1 PROPERTY together with all additions, alterations, and improvements thereto by providing
2 DISTRICT thirty (30) days notice of its intent to terminate. AGENCY shall also retain all
3 rights to seek any and all remedies at law or in equity available in the event of DISTRICT's
4 default.

5 **SECTION 11. TERMINATION.**

6 **A.** DISTRICT and/or AGENCY shall have the option to terminate this LEASE if
7 the PROPERTY is destroyed or damaged to the extent that it cannot be repaired within sixty
8 (60) days, or if more than twenty-five percent (25%) of the PROPERTY is destroyed. This
9 LEASE can be terminated by either the DISTRICT and/or the AGENCY with a 30 day
10 written notice.

11 **B.** If DISTRICT desires to continue with this LEASE despite partial damage or
12 destruction of the PROPERTY, then DISTRICT shall provide advance written notice to
13 AGENCY to seek AGENCY approval. Upon approval by the AGENCY of the continuance of
14 the LEASE and the plans for the repairs. The DISTRICT, at its sole expense, shall make all
15 approved repairs needed to the PROPERTY as the result of said damage or destruction.
16 The DISTRICT reserves the right to determine what, if any, portions of the PROPERTY are
17 usable. The DISTRICT shall remain responsible for the operations of the PROPERTY as
18 they are provided herein.

19 **C.** The DISTRICT or AGENCY may terminate this LEASE for cause, by giving
20 thirty (30) days written notice to the other party and the Parties have been unable to come
21 to an agreement or resolution regarding the cause for termination.

22 **SECTION 12. NOTICES.** Any notices required or desired to be served by either
23 party upon the other shall be deemed delivered if sent by certified mail, return receipt
24 requested to the following, or to such other addresses as from time to time shall be
25 designated by the respective parties:

26 **AGENCY**

27 Dan Martinez
28 Deputy Executive Director

DISTRICT

Scott Bangle
Director

1	Redevelopment Agency for the County of Riverside	Regional Parks & Open Space
2	3403 10 th St	District
3	Riverside, CA 92501	4600 Crestmore Rd
4	(951) 955-8916	Riverside, CA 92509
5	(951) 955-6685 FAX	(951) 955-4346
6		

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

10 **SECTION 14. INSURANCE.** Without limiting or diminishing the DISTRICT's
11 obligation to indemnify or hold the AGENCY harmless, DISTRICT shall procure and
12 maintain or cause to be maintained, at its sole cost and expense, the following insurance
13 coverage's during the term of this LEASE.

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

21 **B. Commercial General Liability:** Commercial General Liability insurance
22 coverage, including but not limited to, premises liability, contractual liability, products and
23 completed operations liability, personal and advertising injury, and cross liability coverage,
24 covering claims which may arise from or out of DISTRICT'S performance of its obligations
25 hereunder. Policy shall name the AGENCY, its directors, officers, employees, appointed
26 officials, agents or representatives as Additional Insured. Policy's limit of liability shall not
27 be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
28 general aggregate limit, it shall apply separately to this agreement or be no less than two (2)

1 times the occurrence limit.

2 **C. Vehicle Liability:** If vehicles or mobile equipment are used in the performance
3 of the obligations under this Agreement, then DISTRICT shall maintain liability insurance for
4 all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this agreement or be no less than two (2) times the occurrence
7 limit. Policy shall name the AGENCY, its directors, officers, employees, appointed officials,
8 agents or representatives as Additional Insured.

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

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

15 2) The DISTRICT'S insurance carrier(s) must declare its insurance self-
16 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
17 retentions shall have the prior written consent of the County Risk Manager before the
18 commencement of operations under this Agreement. Upon notification of self insured
19 retention unacceptable to the AGENCY, and at the election of the AGENCY's Risk
20 Manager, LESSEE'S carriers shall either; 1) reduce or eliminate such self-insured retention
21 as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees
22 payment of losses and related investigations, claims administration, and defense costs and
23 expenses.

24 3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish the
25 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
26 and certified original copies of Endorsements effecting coverage as required herein, and 2)
27 if requested to do so orally or in writing by the AGENCY Risk Manager, provide original
28 Certified copies of policies including all Endorsements and all attachments thereto, showing

1 such insurance is in full force and effect. Further, said Certificate(s) and policies of
2 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written
3 notice shall be given to the AGENCY prior to any material modification, cancellation,
4 expiration or reduction in coverage of such insurance. In the event of a material
5 modification, cancellation, expiration, or reduction in coverage, this Agreement shall
6 terminate forthwith, unless the AGENCY receives, prior to such EFFECTIVE DATE, another
7 properly executed original Certificate of Insurance and original copies of endorsements or
8 certified original policies, including all endorsements and attachments thereto evidencing
9 coverage's set forth herein and the insurance required herein is in full force and effect.
10 LESSEE shall not commence operations until the AGENCY has been furnished original
11 Certificate (s) of Insurance and certified original copies of endorsements and if requested,
12 certified original policies of insurance including all endorsements and any and all other
13 attachments as required in this Section. An individual authorized by the insurance carrier to
14 do so shall sign the original endorsements for each policy and the Certificate of Insurance
15 on its behalf.

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

20 5) If, during the term of this Agreement or any extension thereof, there is a
21 material change in the scope of services; or, there is a material change in the equipment to
22 be used in the performance of the scope of work which will add additional exposures (such
23 as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any
24 extensions thereof, exceeds five (5) years the AGENCY reserves the right to adjust the
25 types of insurance required under this Agreement and the monetary limits of liability for the
26 insurance coverage's currently required herein, if, in the AGENCY Risk Manager's
27 reasonable judgment, the amount or type of insurance carried by the DISTRICT has
28 become inadequate.

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

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

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

8 **SECTION 15. INDEMNIFICATION.** DISTRICT shall indemnify and hold harmless
9 the AGENCY, its directors, officers, employees, appointed officials, agents or
10 representatives from any liability whatsoever, based or asserted upon any services of
11 DISTRICT, its officers, employees, agents or representatives arising out of or in any way
12 relating to this Agreement, including but not limited to PROPERTY damage, bodily injury, or
13 death or any other element of any kind or nature whatsoever arising from the performance
14 of DISTRICT, its officers, agents, employees, agents or representatives from this
15 Agreement. DISTRICT shall defend, at its sole expense, all costs and fees including, but
16 not limited, to attorney fees, cost of investigation, defense and settlements or awards, the
17 AGENCY, its directors, officers, employees, appointed officials, agents or representatives in
18 any claim or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by DISTRICT,
20 DISTRICT shall, at their sole cost, have the right to use counsel of their own choice and
21 shall have the right to adjust, settle, or compromise any such action or claim without the
22 prior consent of AGENCY; provided, however, that any such adjustment, settlement or
23 compromise in no manner whatsoever limits or circumscribes DISTRICT'S indemnification
24 to AGENCY as set forth herein.

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

28 The specified insurance limits required in this Agreement shall in no way limit or

1 circumscribe DISTRICT'S obligations to indemnify and hold harmless the AGENCY herein
2 from third party claims.

3 In the event there is conflict between this clause and California Civil Code Section
4 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
5 shall not relieve the DISTRICT from indemnifying the AGENCY to the fullest extent allowed
6 by law.

7 **SECTION 16. HAZARDOUS WASTE.** DISTRICT shall not cause or permit
8 its agents, contractors or employees to cause the PROPERTY to be in violation of any
9 federal, state or local laws, ordinances or regulations relating to industrial hygiene or to
10 environmental conditions on, under or about the PROPERTY including, but not limited to,
11 soil and ground water conditions. DISTRICT shall not use, generate, manufacture, store or
12 dispose of on, under or about the PROPERTY or transport to or from the PROPERTY any
13 flammable explosives, radioactive materials, hazardous wastes, toxic substances or related
14 materials, including, without limitation, any substances defined as or included in the
15 definition of "hazardous substances", hazards wastes", "hazardous materials" or "toxic
16 substances" under any applicable federal or state laws or regulations including without
17 limitation, California Health and Safety Code Section 25316, as well as any amended or
18 successor statute as may exist from time to time during the term of this Agreement, as well
19 as any petroleum or petroleum derived product, natural gas, liquefied natural gas, synthetic
20 fuel gas, radioactive materials or waste and/or medical waste as defined in California Health
21 and Safety Code Section 117690 as well as any amended or successor statutes as may
22 exist t from time to time during the terms of this Agreement.

23 **SECTION 17. BINDING ON SUCCESSORS.** The terms and conditions herein
24 contained shall apply to and bind the heirs, successors in interest, executors,
25 administrators, representatives, and assigns of all the parties hereto.

26 **SECTION 18. COMPLIANCE WITH LAWS AND REGULATIONS.** By executing this
27 LEASE, the DISTRICT hereby certifies that it will adhere to and comply with all federal,
28 state, and local laws, regulations and ordinances.

1 **SECTION 19. PERSONNEL.** DISTRICT represents that is has all the personnel
2 required to perform the maintenance services under this LEASE or will subcontract for
3 necessary services. DISTRICT personnel shall not be employed by, not have any direct
4 contractual relationship with the AGENCY. The DISTRICT, its employees or personnel
5 under direct contract with the DISTRICT shall perform all services required hereunder.
6 DISTRICT and its agents, servants, employees and shall act at all times in an independent
7 capacity during the term of this LEASE and shall not act as, and shall not be, nor shall they
8 in any manner be construed to be agents, officers or employees of the AGENCY.

9 **SECTION 20. AMENDMENTS.** This LEASE shall not be amended unless such
10 changes are mutually agreed upon by the AGENCY and the DISTRICT and shall be
11 incorporated in written executed amendments to this LEASE.

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

16 **SECTION 22. CONFLICT OF INTEREST.** No member, official or employee of the
17 AGENCY or DISTRICT shall have any personal interest, direct or indirect, in this LEASE nor
18 shall any member, official or employee participate in any decision relating to this LEASE
19 which affects his or her personal interests or the interests of any corporation, partnership or
20 association in which he or she is directly or indirectly interested.

21 **SECTION 23. GOVERNING LAW; JURISDICTION.** This Agreement shall be
22 governed by and construed in accordance with the laws of the State of California. The
23 AGENCY and DISTRICT agree that this Agreement has been entered into at Riverside
24 County, California, and that any legal action related to the interpretation or performance of
25 the Agreement shall be filed in the Superior Court for the State of California, in Riverside,
26 California.

27 ///

28 ///

1 **SECTION 24. NO THIRD PARTY BENEFICIARIES.** This LEASE in made and
2 entered into for the sole protection and benefit of the parties hereto. No other person or
3 entity shall have any right of action based upon the provisions of this LEASE.

4 **SECTION 25. SEVERABILITY.** Each section and provision of this LEASE is
5 severable from each other provision, and if any provision or part thereof is declared invalid,
6 the remaining provisions shall remain in full force and effect.

7 **SECTION 26. WAIVER.** Failure by a party to insist upon the strict performance of
8 any of the provisions of this LEASE by the other party, or failure by a party to exercise its
9 rights upon the default of the other party, shall not constitute a waiver of such party's right to
10 insist and demand strict compliance by the other party with the terms of this LEASE
11 thereafter.

12 **SECTION 27. AUTHORITY TO EXECUTE.** The persons executing this LEASE
13 on behalf of the parties to this LEASE hereby warrant and represent that the have the
14 authority to execute this LEASE and warrant and represent that they have the authority to
15 bind the respective parties to this LEASE and to the performance of its obligations
16 hereunder.

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

23 **SECTION 29. COUNTERPARTS.** This LEASE may be signed by the different
24 parties hereto in counterparts, each of which shall be an original but all of which together
25 shall constitute one and the same LEASE.

26 **SECTION 30. ENTIRE LEASE.** This LEASE is intended by the Parties hereto as a
27 final expression of their understanding with respect to the subject matter hereof and as a
28 complete and exclusive statement of the terms and conditions thereof and supersedes any

1 and all prior and contemporaneous leases, agreements and understandings, oral or written,
2 in connection therewith. This LEASE may be changed or modified only upon the written
3 consent of the Parties hereto.

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

6

7 **REDEVELOPMENT AGENCY**
8 **FOR THE AGENCY OF RIVERSIDE**

RIVERSIDE COUNTY REGIONAL PARK &
OPEN-SPACE DISTRICT

8

9

10 _____
Chairman, Board of Directors

_____ Chairman, Board of Directors

11

12

13

14 **APPROVED AS TO FORM:**

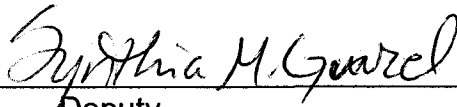
APPROVED AS TO FORM:

15 Pamela J. Walls
16 AGENCY Counsel

Pamela J. Walls
DISTRICT Counsel

16

17 By  a/3/10
18 Deputy **Michelle Clack**

By 
18 Deputy
19 **SYNTHIA M. GUNZEL**

19

20 **ATTEST:**
21 Kecia Harper-Ihem
22 Clerk of the Board

21

22 By _____
23 Deputy

24

25 MH:jg
6/29/10
13.490

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183-03

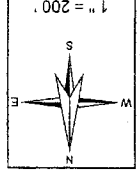
7-13-1
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099-100

POR. SEC. 7, T. 2S., R. 5W.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

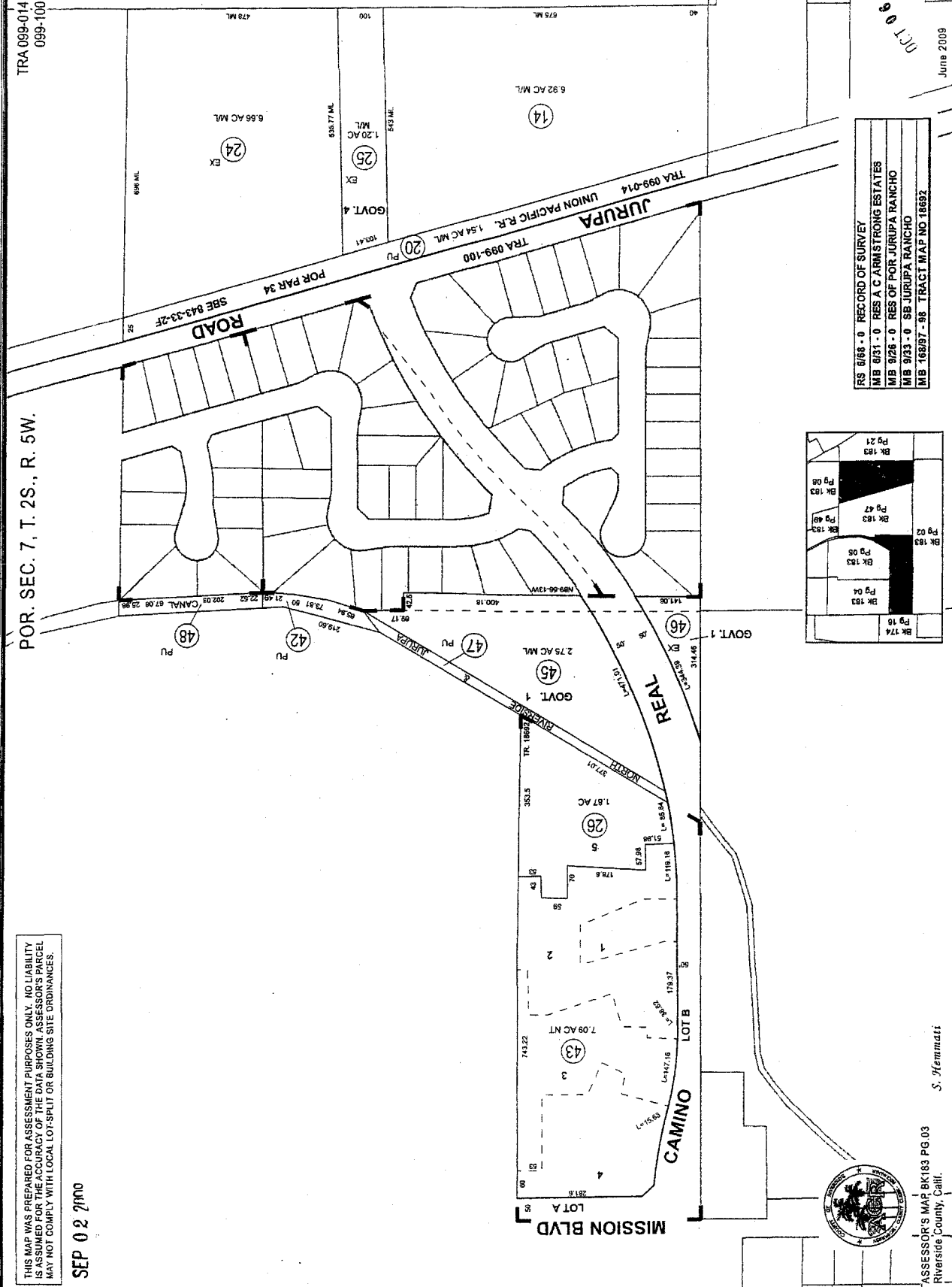
SEP 02 2000



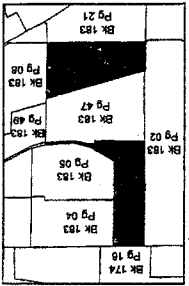
Legend

- Lot Lines
- Right-Of-Way
- Old Lot Lines
- Reference R.O.W.
- Other Easements
- Lease Area
- Subdivision TIC Mark

Block Number	Map Number
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RS 6/68 - 0 RECORD OF SURVEY
 MB 6/31 - 0 RES A C ARMSTRONG ESTATES
 MB 9/26 - 0 RES OF POR JURUPA RANCHO
 MB 9/33 - 0 SE JURUPA RANCHO
 MB 166897 - 88 TRACT MAP NO 16682



OCT 0 6 2000

June 2009



ASSESSOR'S MAP BK163 PG.03
Riverside County, Calif.

S. Hernandez

EXHIBIT 'A'