



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



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
7/27/10

SUBJECT: Assignment of Ground Lease Jones Ranch APN 181-220-005

RECOMMENDED MOTION: that the Board approves and:

- 1) Authorizes the Assignment of Ground Lease between the Riverside County Regional Park and Open-Space District and Jeff and Ossie Torgrimson (Assignor) to Antonio Ruiz (Assignee);
- 2) Authorizes the Chairman to execute four (4) copies of the Assignment of Ground Lease;
- 3) Directs the Clerk of the Board to return (3) executed copies of the Assignment of the Ground Lease to the Park District for further processing; and
- 4) Authorizes the General Manager of the Park District or his designee to perform all duties necessary to administer the lease.

BACKGROUND: On June 2, 2009, Minute Order 13.2, your honorable Board approved the ground lease agreement with Jeff and Ossie Torgrimson to lease property located within the Jones Ranch in the Jurupa area of Riverside County, California, consisting of approximately 12.39 acres of land, APN 181-220-005. Then on January 26, 2010, Minute Order 13.1, the lessee exercised the option to extend the lease for

802-Approval of Assignment & Assumption of Ground Lease  
Rancho Jurupa Park

  
Scott Bangle, General Manager

<b>FINANCIAL DATA</b> n/a	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

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

C.E.O. RECOMMENDATION:

APPROVE

BY:   
Alex Gann

County Executive Office Signature

Policy  
 Consent  
 Policy  
 Consent

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

Prev. Agn. Ref.: 1/26/10 13.1; 6/2/09 13.2 | District: II | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

13.2

FORM APPROVED COUNTY COUNSEL  
BY:  COUNSEL 7-28-10  
DATE: Departmental Concurrence  
SYNTHIA M. GUNZEL

**SUBJECT:** Assignment of Ground Lease Jones Ranch APN 181-220-005

a one-year period to May 31, 2011, and amend the Lease to provide for issues involving the land and obligations relating to utilities on the leased premises, reference Exhibit B First Amendment to Ground Lease.

Now the Assignor desires to assign the Lease to Assignee, who will assume the obligations under the Lease as outlined on the attached Assignment of Ground Lease.

## ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE ("Assignment") is made as of \_\_\_\_\_ between Jeff and Ossie Torgimson, a proprietorship, ("Assignor"), and Antonio Ruiz, a sole proprietor, ("Assignee").

### Recitals

A. Riverside County Regional Park and Open-Space District, ("District"), as Lessor, and Assignor, as Lessee, executed a certain Ground Lease dated as of June 2, 2009, ("Lease"), a copy of which is attached and incorporated by reference as Exhibit "A", pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Ground Lease for a term of one year with option to renew for additional one year terms, commencing on commencing on June 1, 2009 and ending on May 31, 2010, subject to earlier termination as provided in the Lease.

B. The Ground Lease has been amended by that certain First Amendment to Ground Lease dated January 26, 2010, a copy of which is attached and incorporated by reference as Exhibit "B", by and between Jeff and Ossie Torgimson and District, ("First Amendment"), whereby the parties amended, among other things, the term period and extended the lease until May 31, 2011.

C. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor and assume obligations under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

### Section 1. Assignment

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

### Section 2. Assumption of Lease Obligations

Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Lessee under the Lease, including the making of all payments due to or payable on behalf of District under the Lease as they become due and payable.

### **Section 3. Assignor's Covenants**

(a) Assignor covenants that the copy of the Lease attached as Exhibit "A" is a true and accurate copy of the Lease as currently in effect and that there exists no other agreement affecting Assignor's tenancy under the Lease.

(b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

### **Section 4. Litigation Costs**

If any litigation between Assignor and Assignee arises out of this Assignment or concerning the meaning or interpretation of this Assignment, the losing party shall pay the prevailing party's costs and expenses of this litigation, including, without limitation, reasonable attorney's fees.

### **Section 5. Indemnification**

Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney's fees and court costs relating to the failure of Assignor to fulfill Assignor's obligations under the Lease, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney's fees and court costs relating to the failure of Assignee to fulfill Assignee's obligations under the Lease, and accruing with respect to the period subsequent to the date of this Assignment.

### **Section 6. Successors and Assigns**

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

### **Section 7. Governing Law**

This Assignment shall be governed by and construed in accordance with California law.

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Subject: Assignment of Ground Lease (Rancho Jurupa Area)  
Parties: Torgrimson to Ruiz  
APN: 181-220-005

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Jeff Torgrimson and Ossie Torgrimson,  
a proprietorship

Antonio Ruiz, a sole proprietor

By: Jeff Torgrimson  
Jeff Torgrimson

By: Antonio Ruiz  
Antonio Ruiz

By: Ossie Torgrimson  
Ossie Torgrimson

**CONSENT OF DISTRICT**

The undersigned, as Lessor under the Lease, consents to this Assignment of the Lease to Assignee, provided however, that notwithstanding this Assignment and the undersigned's consent to this Assignment, Assignor shall remain primarily obligated as Lessee under the Lease and the undersigned does not waive or relinquish any rights under the Lease against Assignor or Assignee.

LESSOR:

Riverside County Regional Park and Open-Space District, a park and open-space district

By: \_\_\_\_\_  
Chairman, Board of Directors

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

APPROVED AS TO FORM:  
COUNTY COUNSEL  
Pamela J. Walls

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

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

(Seal)

**EXHIBIT A**  
**GROUND LEASE**



**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.

*Mango (sic)  
Jones Ranch*

\_\_\_\_\_  
Scott Bangle, General Manager

CQ/mg

716-Lease Agreement Jeff & Ossie Torgimson

<b>FINANCIAL DATA</b> n/a	Current F.Y. Total Cost:	\$	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	N/A
	Annual Net County Cost:	\$	For Fiscal Year:	No

<b>SOURCE OF FUNDS:</b> Not Applicable	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY:   
Alex Gann

**County Executive Office Signature**

**MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD**

On motion of Commissioner Wilson, seconded by Commissioner Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley  
Nays: None  
Absent: None  
Date: June 2, 2009  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

RUKMI APPELBYE COUNTY COUNSEL  
 BY:   
 NEAL R. KIPNIS  
 DATE: 5/21/09

Dept Recomm:  Consent  Policy   
 Per Exec. Ofc:  Consent  Policy

Prev. Aan. Ref.:

District: II

Agenda Number:

**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.



Subject: Ground Lease (Rancho Jurupa Area)

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

Date: May 21, 2009

## RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

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

1. **Description.** The premises leased hereby are located within APN 181-220-005 of 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", as section "1", attached hereto and by this reference made a part of this Lease.

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

### 3. Term.

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

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

4. **Options.** An opportunity for renewal of the lease for a one-year term shall be 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)

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

2 Date: May 21, 2009

3  
4 which charge shall be eighteen percent (18%) of such rental payment or payments on a per  
annum basis.

5  
6 **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  
7 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  
8 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  
9 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  
10 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  
11 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.

12 **7. Planting/Improvements.**

13 (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  
14 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.  
15 LESSEE will provide their annual Agricultural Commissioner report to DISTRICT as the  
summary for item 7 (a).

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

18 (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  
19 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  
20 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  
21 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  
22 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  
23 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,  
24 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  
25 to reimburse LESSEE therefore.

26  
27 **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  
28 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  
Torgrimson

Date: May 21, 2009

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

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

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

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

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

12. **Inspection of Premises by District.** DISTRICT, through its duly authorized 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)

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

Date: May 21, 2009

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

Subject: Ground Lease (Rancho Jurupa Area)

Parties: Riverside County Regional Park and Open Space District and Jeff and Ossie  
1 Torgrimson  
2

3 Date: May 21, 2009

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

12 **19. Hold Harmless.**

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

20 (b) LESSEE shall indemnify and hold DISTRICT and COUNTY OF  
21 RIVERSIDE, their officers, agents, employees and independent contractors free and harmless  
22 from any liability whatsoever, based or asserted upon any act or omission of LESSEE, its  
23 agents, employees, subcontractors and independent contractors, for property damage, bodily  
24 injury, or death (LESSEE'S employees included) or any other element of damage of any kind  
25 or nature, relating to or in anywise connected with or arising from its use and responsibilities in  
26 connection therewith of the leased premises or the condition thereof and LESSEE shall  
27 defend, at its expense, including attorney fees, DISTRICT and COUNTY OF RIVERSIDE,  
28 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

Subject: Ground Lease (Rancho Jurupa Area)

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

Date: May 21, 2009

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

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

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

becomes due; provided, however, that if LESSEE desires to contest any such lien it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly 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.

Subject: Ground Lease (Rancho Jurupa Area)

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

Date: May 21, 2009

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)

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

Date: May 21, 2009

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

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

By Marion Ashley  
Marion Ashley, Chairman

Date: JUN 02 2009

RIVERSIDE COUNTY REGIONAL  
PARK & OPEN-SPACE DISTRICT

(A Sole Proprietorship)

By Jeff Torgrimson  
Jeff Torgrimson

Date: 5-21-09

(A Sole Proprietorship)

By Ossie Torgrimson  
Ossie Torgrimson

Date: <sup>DT</sup> 5-21-09

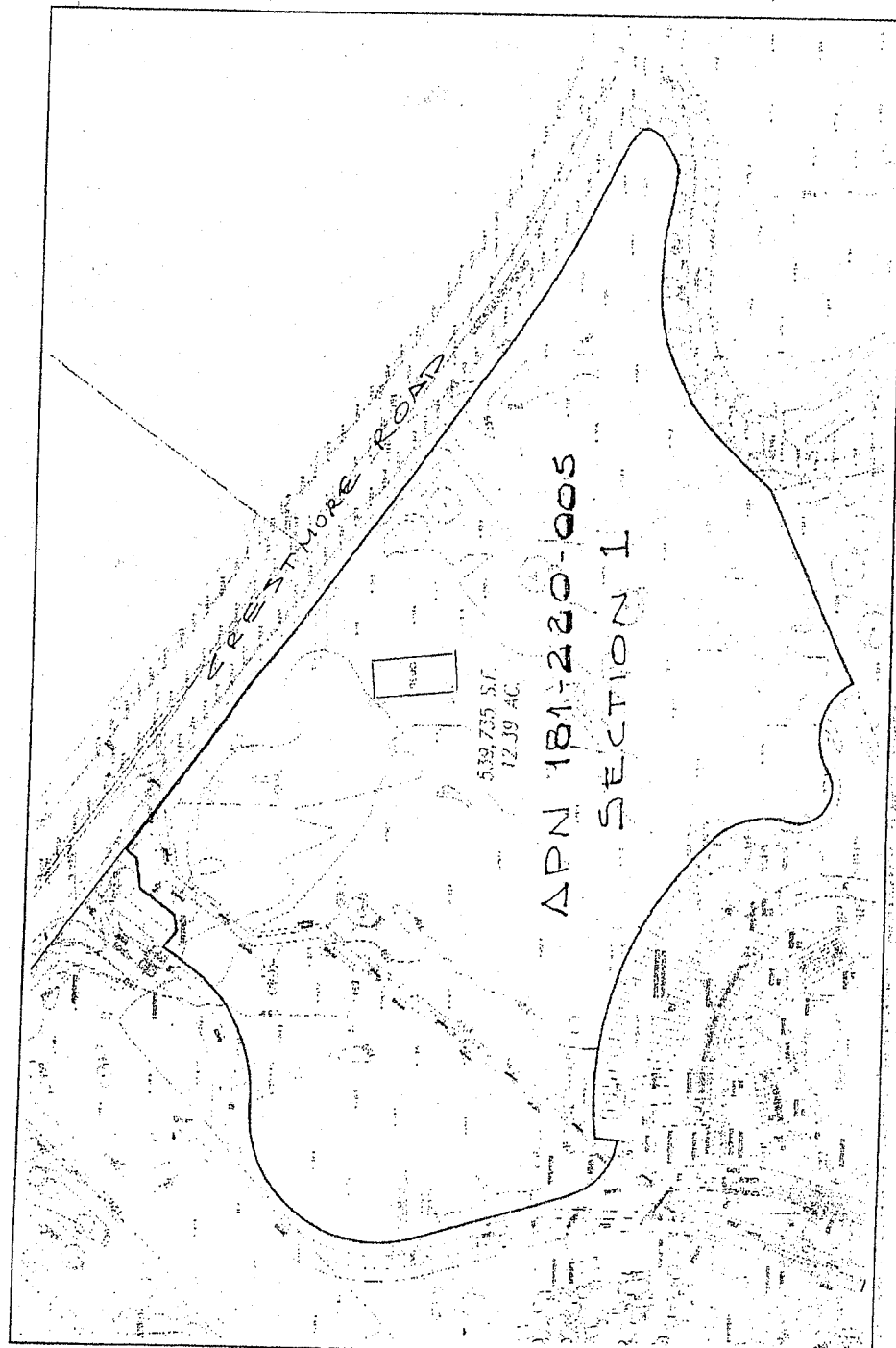
ATTEST:  
KECIA HARPER-IHEM, Clerk of the Board

By Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM COUNTY COUNSEL  
PAMELA J. WALLS, County Counsel

By Pamela J. Walls





PROFESSIONAL LAND PLANNING  
211 N. SHAWAN STREET  
SANTA ANA, CALIFORNIA 92701  
TEL: (949) 271-1111  
FAX: (949) 271-1111

APN 181-220-005  
SECTION 1

SCALE: 1" = 200'  
PART NO. 1  
OF 2 SHEETS

**EXHIBIT B**

**FIRST AMENDMENT TO GROUND LEASE**



731  
**SUBMITTAL TO THE BOARD OF DIRECTORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**SUBMITTAL DATE:**  
 1/5/10

**FROM:** Regional Park & Open-Space District

**SUBJECT:** First Amendment to Ground Lease between Riverside County Regional Park and Open-Space District and Jeff and Ossie Torgrimson

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

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

**BACKGROUND:** On June 2, 2009, M.O. 13.2, the Park District entered into a ground lease agreement with Jeff and Ossie Torgrimson to lease property located within the Jones Ranch in the Jurupa area of Riverside County, California, consisting of approximately 12.39 acres of land, APN 181-220-005, for one year commencing in June 1, 2009 and terminating May 31, 2010. As provided for in the Lease, Lessee is exercising the option to extend the term of the Lease for one (1) separate and consecutive period from June 1, 2010 and terminating May 31, 2011.

FORM APPROVED COUNTY COUNSELLOR  
 BY: Cynthia M. Gward 1-12-10  
 DATE: 1-12-10  
 SYATHIAM GUNZEL

*Mario (Ossie)  
 Jones Ranch - Commission*

*[Signature]*  
 Scott Bangle, General Manager

755-1<sup>st</sup> Amendment to Ground Lease Jones Ranch with Torgrimson

<b>FINANCIAL DATA n/a</b>	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

**SOURCE OF FUNDS:**

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

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

APPROVE

BY: *Alex Gann*  
 Alex Gann

County Executive Office Signature

**MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT**

On motion of Commissioner Buster, seconded by Commissioner Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: January 26, 2010  
 xc: Parks

Kecia Harper-Ihem  
 Clerk of the Board  
 BY: *[Signature]*  
 Deputy

Prev. Agn. Ref.: 6/2/09 13.2

District: II

Agenda Number:

**13.1**

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

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("1<sup>st</sup> Amendment"), dated as of JAN 26 2010, is entered by and between the Riverside County Regional Park and Open-Space District, a park and open-space district, ("DISTRICT"), and Jeff and Ossie Torgrimson, a proprietorship, ("LESSEE").

Recitals

A. DISTRICT and LESSEE have entered into that certain Ground Lease, dated as of June 2, 2009, ("Original Ground Lease") pursuant to which DISTRICT has agreed to lease to LESSEE and LESSEE has agreed to lease from DISTRICT real property located within APN 181-220-005, known as Jones Ranch in the Jurupa Area of Riverside County, State of California, consisting of approximately 12.39 acres of land, ("Leased Premises"), as more particularly described in the Original Ground Lease.

B. DISTRICT and LESSEE desire to amend the Lease to provide for, among other things, issues involving the land and obligations relating to utilities on the Leased Premises with the terms and conditions set forth herein. The Original Ground Lease together with this 1<sup>st</sup> Amendment are collectively referred to herein as the "Ground Lease."

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. Term.

- a. The option to extend the Lease for one year has been exercised; therefore, the term of the Lease and Section 3. subsection (a) is hereby amended as follows: The term of this Lease is extended for one year and shall terminate on May 31, 2011, unless terminated earlier by mutual consent of the parties.
- b. Section 3. subsection (b) of the Original Ground Lease is hereby deleted in its entirety and shall not have any further effect or force.

Section 2. Rent. Section 5. Subsection (a) of the Original Ground Lease is hereby amended and subsection (c) is added as follows:

1           “(a) LESSEE shall pay DISTRICT the sum of seven percent (7%) of the total monthly  
2           gross receipts or three-hundred-twenty two dollars (\$322.00) (“the Base Rent”) per acre  
3           per year in monthly payments, whichever is greater. Upon DISTRICT’S request, the  
4           LESSEE shall make available and provide the DISTRICT access to all accounting  
5           records for review and determination of total monthly gross receipts.”

6           “(c) In the event this Ground Lease is renewed, the Base Rent shall be increased on each  
7           anniversary of the Lease by an amount equal to three (3%) percent of such monthly  
8           rental.”

9           Section 3.     Section 6. of the Original Ground Lease is hereby deleted in its entirety and  
10          replaced with the following:

11                 “Section 6.    Land Designation. The premises leased have been designated as  
12           Public/Quasi-Public (P/QP) Land. With that designation requires certain obligations on the  
13           owner of the land or any person occupying and using the land. Any requirements mandated on  
14           the DISTRICT to mitigate due to LESSEE’S activities, including, but not limited to, the farming  
15           activities conducted on the land, shall pass to the LESSEE and LESSEE shall be obligated to  
16           satisfy mandatory mitigation measures. The Parties acknowledge that the DISTRICT is  
17           currently in process of attempting to remove the P/QP designation, but the removal is not  
18           guaranteed nor required by DISTRICT. The DISTRICT makes no representations or guarantees  
19           that additional obligations may not be imposed due to the P/QP designation.”

20           Section 4.     Planting/Improvements. Section 7. Of the Original Ground Lease is hereby  
21          amended as follows:

22                 “(a) Any planting of crops undertaken by LESSEE, his employees, agents, contractors  
23           or representatives, on the Leased Premises shall have the prior written approval by  
24           DISTRICT General Manager or his designee after LESSEE has first submitted to  
25           DISTRICT proposed plans and specifications thereof, in writing. The use of all  
26           fertilizers and synthetic pesticides, plant growth regulators, livestock feed additives, and  
27           genetically modified organisms are strictly prohibited. LESSEE will provide an annual  
28           Agricultural Commissioner report to DISTRICT as the summary for this Section 7.”

1           Section 5.     Utilities. Section 11. of the Original Ground Lease is hereby deleted in its  
2 entirety and replaced with the following:

3                     "Section 11.   **Utilities.**

- 4                     a.    During the term of the Lease, LESSEE shall have the right to use water  
5                     from the well situated within the Leased Premises.  
6                     b.    The DISTRICT agrees to pay meter installation to Southern California  
7                     Edison (SCE) or a licensed contractor.  
8                     c.    The LESSEE agrees to provide the SCE or contractor's invoices for  
9                     installation to the DISTRICT within five (5) business days of receipt.  
10                    d.    The LESSEE agrees to maintain the account in his name for the length of  
11                    the Lease.  
12                    e.    The LESSEE agrees to pay monthly utility bills related to that meter and  
13                    for all other utility services that it may require in its use and maintenance  
14                    of the Leased Premises.  
15                    f.    The DISTRICT shall not be liable for any damages or loss resulting from  
16                    pump or utility failure."

17           Section 6.     Termination by DISTRICT. Section 15. of the Original Ground Lease is hereby  
18 amended by adding subsection (f) as follows:

19                     "(f)   DISTRICT shall have the right to terminate this Lease by providing a ninety (90)  
20                     day notice to LESSEE to the address provided in this Lease under Section 29."

21           Section 7.     Insurance. Section 18. of the Original Ground Lease is hereby amended as  
22 follows:

- 23                    a.    "Section 18.     Insurance. Without limiting or diminishing the LESSEE'S  
24                    obligation to indemnify or hold the DISTRICT harmless, LESSEE shall procure and  
25                    maintain or cause to be maintained, at its sole cost and expense, the following  
26                    insurance coverage's during the term of this Agreement."  
27                    b.    Subsection (a) is hereby replaced with the following: "(a) If the LESSEE has  
28                    employees as defined by the State of California, the LESSEE shall maintain statutory

1 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the  
2 State of California. Policy shall include Employers' Liability (Coverage B) including  
3 Occupational Disease with limits not less than \$1,000,000 per person per accident.  
4 The policy shall be endorsed to waive subrogation in favor of The DISTRICT, and, if  
5 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement."

6  
7 c. Subsection (d) is hereby added as follows: "(d) If vehicles or mobile equipment are  
8 used in the performance of the obligations under this Agreement, then LESSEE shall  
9 maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
10 amount not less than \$1,000,000 per occurrence combined single limit. If such  
11 insurance contains a general aggregate limit, it shall apply separately to this  
12 agreement or be no less than two (2) times the occurrence limit. Policy shall name the  
13 DISTRICT its directors, officers, employees, elected or appointed officials, agents or  
14 representatives as Additional Insureds."

15 Section 8. Indemnification. Section 19. of the Original Ground Lease is hereby deleted in its  
16 entirety and replaced with the following:

17 "LESSEE shall indemnify and hold harmless the DISTRICT, County of Riverside, its  
18 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board  
19 of Supervisors, elected and appointed officials, employees, agents and representatives from any  
20 liability whatsoever, based or asserted upon any act or omission of LESSEE, its officers,  
21 employees, subcontractors, agents or representatives arising out of or in any way relating to or in  
22 any way connected with or arising from its use and responsibilities in connection therewith of the  
23 leased premises or this Agreement, including but not limited to property damage, bodily injury,  
24 or death or any other element of any kind or nature whatsoever arising from the acts or omissions  
25 of Lessee, its officers, agents, employees, subcontractors, agents or representatives from this  
26 Agreement. LESSEE shall defend, at its sole expense, all costs and fees including, but not  
27 limited, to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT,  
28 County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective

1 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and  
2 representatives in any claim or action based upon such alleged acts or omissions.

3  
4 With respect to any action or claim subject to indemnification herein by LESSEE, LESSEE shall,  
5 at their sole cost, have the right to use counsel of their own choice and shall have the right to  
6 adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT;  
7 provided, however, that any such adjustment, settlement or compromise in no manner  
8 whatsoever limits or circumscribes LESSEE'S indemnification to DISTRICT as set forth herein.

9  
10 LESSEE'S obligation hereunder shall be satisfied when LESSEE has provided to DISTRICT the  
11 appropriate form of dismissal relieving COUNTY from any liability for the action or claim  
12 involved.

13  
14 The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
15 LESSEE'S obligations to indemnify and hold harmless the DISTRICT herein from third party  
16 claims.

17  
18 In the event there is conflict between this clause and California Civil Code Section 2782, this  
19 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve  
20 the LESSEE from indemnifying the DISTRICT to the fullest extent allowed by law.”

21  
22 Section 9. Miscellaneous. Except as amended or modified herein, all the terms of the Original  
23 Ground Lease shall remain in full force and effect and shall apply with the same force and effect to this  
24 1<sup>st</sup> Amendment. DISTRICT shall not be bound by this 1<sup>st</sup> Amendment until DISTRICT has executed and  
25 delivered this 1<sup>st</sup> Amendment to LESSEE, notwithstanding LESSEE's execution and delivery of this  
26 Amendment to DISTRICT. Time is of the essence in this 1st Amendment and the Lease and each and all  
27 of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements,  
28 conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators,



Subject: 1<sup>st</sup> Amendment to Ground Lease  
Parties: Park District and Jeff & Ossie Torgrimson  
Property: APN 181-220-005 (Section 1) Rancho Jurupa Area

1 successors and assigns of the parties hereto. If any provisions of this 1st Amendment or the Lease shall  
2 be determined to be illegal or unenforceable, such determination shall not affect any other provision of  
3 the Lease and all such other provisions shall remain in full force and effect. The language in all parts of  
4 the Lease shall be construed according to its normal and usual meaning and not strictly for or against  
5 either DISTRICT or LESSEE. Neither this 1st Amendment, nor the Original Ground Lease, nor any  
6 notice nor memorandum regarding the terms hereof, shall be recorded by LESSEE. Any such  
7 unauthorized recording shall give DISTRICT the right to declare a breach of the Lease and pursue the  
8 remedies provided for therein.

9  
10 IN WITNESS WHEREOF, the parties have executed this 1st Amendment as of the date first  
11 written above.

12  
13 RIVERSIDE COUNTY REGIONAL  
14 PARK AND OPEN-SPACE DISTRICT

LESSEE  
JEFF AND OSSIE TORGRIMSON

15 By: Marion Ashley  
16 Chairman, Board of Directors  
17 **MARION ASHLEY**

By: Jeff Torgrimson  
Jeff Torgrimson

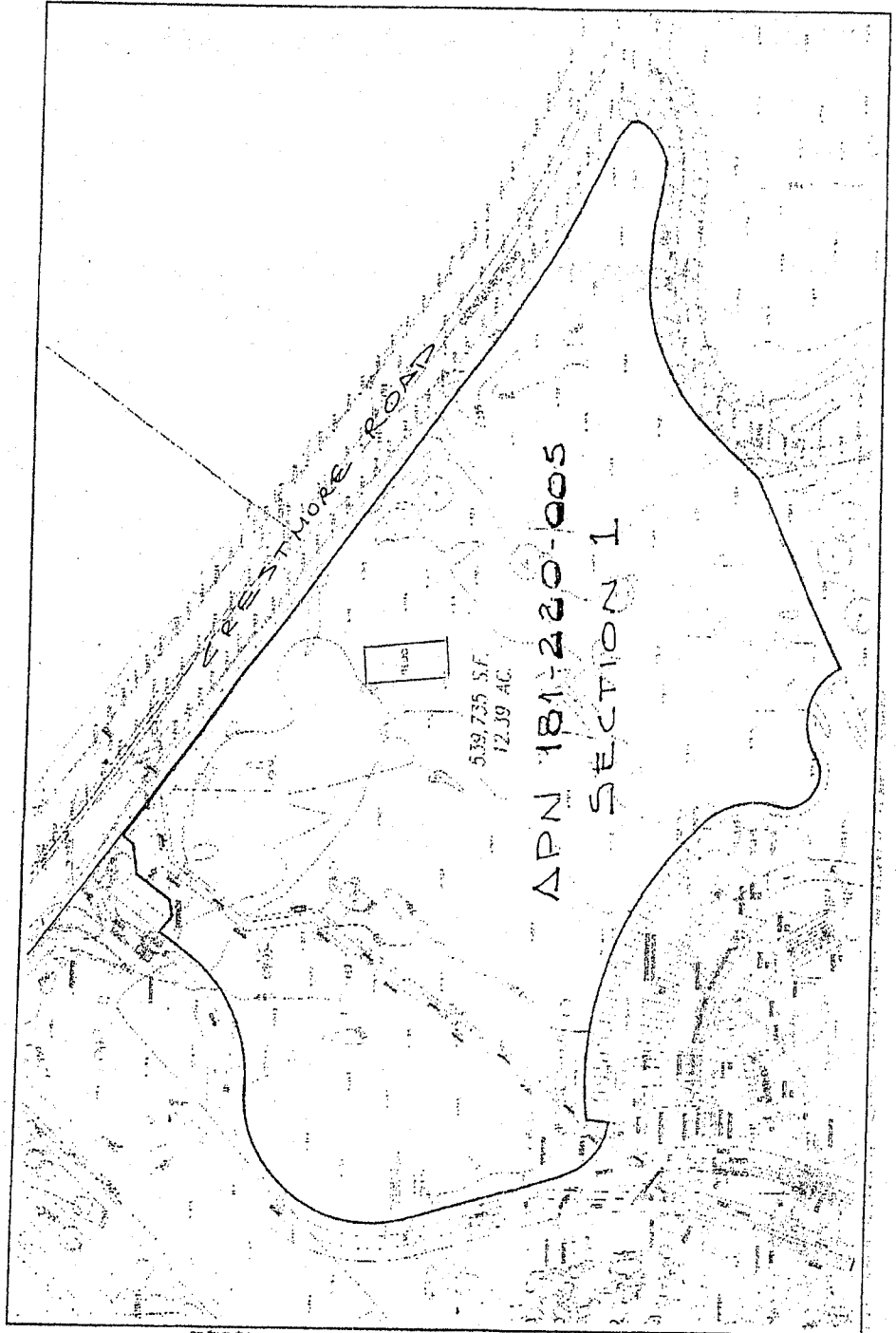
By: Ossie Torgrimson  
Ossie Torgrimson

18  
19 ATTEST:  
20 CLERK OF THE BOARD  
21 Kecia Harper-Ihem

22 By: Kecia Harper-Ihem  
Deputy

23 APPROVED AS TO FORM:  
24 COUNTY COUNSEL  
25 Pamela J. Walls

26 By: Synthia M. Gunzel  
27 Synthia M. Gunzel  
28 Deputy County Counsel



201 N. SHAWAN STREET  
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 FAX: (415) 771-1001  
**LAND PLANNING**  
**ENGINEERING**  
**ARCHITECTURE**  
**CONSULTING**  
**GROUP**

SCALE: 1" = 100'  
 0 100 200 300 400  
 FEET

SHEET NO. 7  
 OF 8 SHEETS

APN 181-220-005  
 SECTION 1  
 539,735 S.F.  
 12.39 AC.

WESTMORE ROAD