

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

631



**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**  
May 5, 2011

**SUBJECT:** Revenue Lease Agreement, Valley-Wide Recreation & Park District, Marion V. Ashley Community Center, 5<sup>th</sup> District

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 Existing Facilities;
2. Approve the Revenue Lease Agreement between the County of Riverside and the Valley-Wide Recreation & Park District for the Marion V. Ashley Community Center and authorize the Chairman of the Board to execute same on behalf of the County; and,

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	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 DIRECTORS AGENDA:** No

<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: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 4-28-11  
SYNTHIA M. GUNZEL  
Departmental Concurrence

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

(Rev 08/2010)

**RECOMMENDED MOTION:** (Continued)

3. Consent to the Sublease Agreement between Valley-Wide Recreation & Park District and Child Development Centers for the Sublease and Operation of the Day Care Portion of the Marion V. Ashley Community Center and authorize the Chairman to execute said Sublease Agreement.

**BACKGROUND:**

The County of Riverside owns 12.05 acres of certain real property, commonly known as the Marion V. Ashley Community Center, identified as Assessor's Parcel 327-320-012, including improvements constructed thereon, located at 25625 Briggs Road, Menifee, California, 92585 in the City of Menifee, as depicted on Exhibit A attached hereto and incorporated herein by reference.

The Property will consist of approximately 25,697 square feet which includes 15,408 square feet for the community center and 10,289 square feet for the child care.

The County of Riverside ("County") desires to lease the property to Valley-Wide Recreation & Park District Regarding the Marion V. Ashley Community Center (DISTRICT) for the operation of a community center building, day care center and park. COUNTY and DISTRICT agree that residents living within the surrounding community are in need of a community center, a day care center and additional park space to support those uses.

The term of the lease shall be for a forty-nine (49) year period from execution of this Lease. The DISTRICT shall pay \$1.00 per year to the County of Riverside which shall constitute rent under this lease. Rent shall be paid by the anniversary date of the commencement date. Pursuant to the Lease, a Sublease requires prior written consent by the County. Lessee has requested that the County consent to the Sublease between Lessee and Child Development Center.

Pursuant to the California Environmental Quality Act (CEQA), the Lease and Sublease were reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 - Existing Facilities. The proposed project, the Lease and Sublease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The terms of the Revenue Lease between County of Riverside and Valley-Wide Recreation & Park District Regarding the Marion V. Ashley Community Center, (5<sup>th</sup> District) are as follows:

Leased Premises:	25625 Briggs Road Menifee, California 92585
Lessor:	County of Riverside
Lessee:	Valley-Wide Recreation & Park District Regarding the Marion V. Ashley Community Center, 5 <sup>th</sup> District
Size:	25,697 sq. ft.
Term:	Forty-Nine (49) Years

(Continued)

**BACKGROUND:** (Continued)

Rent:	\$1.00 per year
Utilities:	To be paid for by Lessee
Custodial:	Provided by Lessee
Maintenance:	Provided by Lessee
Improvements:	Provided by Lessee

The attached Revenue Lease and Sublease Agreements have been reviewed and approved by County Counsel as to legal form.

**FINANCIAL DATA:**

There are no costs associated with this transaction.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MASTER LEASE**

**BETWEEN THE COUNTY OF RIVERSIDE AND THE  
VALLEY-WIDE RECREATION & PARK DISTRICT**

**FOR THE MARION V. ASHLEY COMMUNITY CENTER**

**THIS LEASE** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, ("EFFECTIVE DATE"), by and between the County of Riverside, a political subdivision of the State of California, as lessor, (the "COUNTY"), and the Valley-Wide Recreation & Park District, a body politic, as lessee ("DISTRICT"), for the property described below upon the following terms and conditions:

**WITNESETH**

**WHEREAS**, the County owns 12.05 acres of certain real property, commonly known as the Marion V. Ashley Community Center, identified as Assessor's Parcel Number 327-320-012, including improvements constructed thereon, located at 25625 Briggs Road, Menifee, California, 92585 in the City of Menifee (collectively the "PROPERTY"), as depicted on Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, in accordance with California Government Code Section 26227, the County may make available, by lease, to a public agency, nonprofit corporation, or nonprofit association any county real property which is not needed for county purposes, to be used to carry out social programs, upon terms and conditions determined by the Board of Supervisors to be in the best interests of the County and the general public; and

**WHEREAS**, the COUNTY desires to lease to DISTRICT with an option to purchase and the DISTRICT desires to lease from County with an option to purchase the PROPERTY for due and adequate consideration as further described and set forth in this LEASE; and

1           **WHEREAS**, the improvements on the Property, currently under construction,  
2 include a main building and certain park improvements to serve the purpose of  
3 operating a community center, day care center and recreational park activities; and

4           **WHEREAS**, the DISTRICT anticipates that it will sublet a portion of the  
5 improvements on the PROPERTY, including a part of the community center, lobby and  
6 kitchen area and parking on the PROPERTY to a child care service provider, Child  
7 Development Centers (CDC); and

8           **WHEREAS**, both the County and District agree that residents living within the  
9 surrounding community are in need of a community center, a childcare facility and  
10 additional park space to support those uses; and

11           **WHEREAS**, both Parties desire to enter into this LEASE to ensure that the  
12 PROPERTY is used in a manner that will benefit, improve and enhance the health,  
13 welfare and safety of the community and its residents.

14           **NOW, THEREFORE**, in consideration of the preceding promises and the mutual  
15 covenants and for other good and valuable consideration, the parties hereto do hereby  
16 agree as follows:

17           **SECTION 1. LEASE; PURCHASE OPTION:**

18           A.     The COUNTY will lease the PROPERTY to the DISTRICT, and the  
19 DISTRICT will lease said PROPERTY from the COUNTY, upon the terms and  
20 conditions set forth in this LEASE.

21           B.     The COUNTY hereby grants to the DISTRICT the exclusive right  
22 to acquire fee title to the PROPERTY by purchasing the same from the COUNTY for  
23 one (\$1.00) dollar and any DISTRICT expenditures for improvements to the  
24 PROPERTY under Section 6B on or within 90 days before the EXPIRATION DATE.  
25 Prior to the EXPIRATION DATE, the COUNTY hereby agrees to execute, deliver or  
26 record any necessary or property documents to evidence the transfer of ownership  
27 from the COUNTY to the DISTRICT of the PROPERTY upon the exercise of the  
28 DISTRICT of its right to purchase said PROPERTY as set forth herein.

1 C. DISTRICT shall provide written notice no later than 90 days in  
2 advance of the EXPIRATION DATE regarding its intent to exercise its option to  
3 purchase the PROPERTY. The decision to exercise this option to purchase shall be in  
4 the DISTRICT's sole and absolute discretion.

5 1. In the event, the DISTRICT exercises its option to purchase;  
6 the COUNTY shall work cooperatively with the DISTRICT to complete the conveyance  
7 transaction.

8 2. In the event, the DISTRICT fails to exercise its option to  
9 purchase within the required timeframe provided herein, the Lease will automatically  
10 convert to a month-to-month tenancy. At the time, the DISTRICT and COUNTY shall  
11 negotiate the disposition of the Property. DISTRICT shall pay the costs associated  
12 with conveyance of the Property transaction.

13 **SECTION 2. USE.** The Property includes a community center ("CENTER")  
14 which is to consist of approximately 25,697 square feet of which 15,408 square feet  
15 shall be used for community center purposes and 10,289 square feet for child care  
16 purposes (collectively "CENTER facilities").

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

20 B. DISTRICT shall use the PROPERTY only for the purposes that are  
21 provided in Section 6 C.

22 C. COUNTY, or its assigns or successors-in-interest, consents to the  
23 DISTRICT collecting fees for public use of the facilities.

24 **SECTION 3. ACCEPTANCE OF PREMISES.** DISTRICT shall accept the  
25 PROPERTY in its condition suitable for use as of \_\_\_\_\_ the "COMMENCEMENT  
26 DATE"), or upon completion of construction whichever is later, subject to all applicable  
27 restrictions of record, zoning and other laws regulating the use of the PROPERTY.  
28 DISTRICT acknowledges that the COUNTY has made no representation or warranty

1 as to the suitability of the PROPERTY for the conduct of DISTRICT's business, except  
2 as otherwise expressly agreed to in writing, or the physical condition of the  
3 PROPERTY. For purposes of this Lease, COMMENCEMENT DATE shall mean the  
4 DISTRICT'S obligation to begin performance of services, including the acceptance of  
5 the PROPERTY for occupancy and payment of all required costs, as provided in this  
6 Lease. Acceptance of the PROPERTY, for the purpose of this Section 3 shall mean  
7 accepting for occupancy by written notice or actual occupancy and shall not include  
8 construction related issues that may arise and is subject to any construction warranty  
9 as may be provided by the County's contractor.

10 **SECTION 4. TERM.** The term of this LEASE shall be for a forty-nine (49) year  
11 period beginning on the COMMENCEMENT DATE, as set forth in Section 3. At the  
12 end of the forty-nine year period ("EXPIRATION DATE"), this Lease shall automatically  
13 convert to a month-to-month tenancy as set forth in Section 1 (C)(2), at which time, the  
14 DISTRICT and the COUNTY shall negotiate the disposition of the PROPERTY, unless  
15 the DISTRICT has exercised its option to purchase as set forth in Section 1. On or  
16 before the EXPIRATION DATE, the COUNTY agrees to convey the PROPERTY,  
17 including all improvements as outlined in Section 1 above, in a reasonable timely  
18 fashion to the DISTRICT for the valuable consideration contained herein; provided the  
19 LEASE has not been terminated, the DISTRICT is not in default under this LEASE and  
20 DISTRICT has provided written notice to exercise its option to the COUNTY to acquire  
21 the PROPERTY within the time described in Section 1.

22 **SECTION 5. RENT.** DISTRICT shall pay Rent annually in the amount of \$1.00  
23 to COUNTY for the term of this LEASE. Such rent shall be paid by 5:00 pm on the  
24 anniversary date of the COMMENCEMENT DATE for the duration of term of the  
25 LEASE and sent to COUNTY's address set forth in Section 11 herein.

1           **SECTION 6. DISTRICT OBLIGATIONS.**

2           A.     The DISTRICT shall maintain the PROPERTY, including the  
3 CENTER facilities and as provided herein in this Section 6, to the standards set forth in  
4 this LEASE at the sole cost to the DISTRICT.

5                     1. UTILITIES. DISTRICT shall pay all utility costs for its use of the  
6 PROPERTY and DISTRICT shall be solely responsible for its own telephone and trash  
7 service.

8                     2.     PROPERTY AND BUILDING MAINTENANCE. All property  
9 and building maintenance must be at the sole cost and expense of the DISTRICT and  
10 pursuant to the DISTRICT's Board adopted Park Construction and Maintenance  
11 specifications as last revised in 2006, as provided in Exhibit "B" attached hereto and by  
12 this reference incorporated herein. PROPERTY maintenance shall include all repair,  
13 maintenance (including fire extinguishers), and janitorial supplies and services to the  
14 PROPERTY, including but not limited to the repair and maintenance of the Heating,  
15 Ventilation, Air Conditioning ("HVAC") system and providing for all water necessary for  
16 irrigation purposes to maintain the shrubs, vines, ground cover, turf and flower beds.

17                    3.     REPLACEMENT OF LIGHT BULBS. All light bulbs and  
18 lighting fixtures shall be promptly repaired or replaced by the DISTRICT, as necessary,  
19 including those located on all structures and monuments.

20                    4.     MATERIALS, SUPPLIES AND EQUIPMENT. DISTRICT  
21 shall furnish all materials, supplies, equipment, and labor.

22           B.     IMPROVEMENTS. DISTRICT shall submit any construction and  
23 capital improvement plans for the PROPERTY to COUNTY for review and approval  
24 prior to installation or construction. DISTRICT understands and agrees that such  
25 improvements, alterations and installation of fixtures are subject to County of Riverside  
26 Ordinances No. 348 and 457, applicable Fire Codes, the Americans with Disabilities  
27 Act, additional insurance for builders' all risk insurance, as well as other applicable  
28 County of Riverside ordinances. All alterations and improvements to be made and



1 fixtures installed or caused to be made and installed, by DISTRICT shall become the  
2 property of COUNTY with the exception of trade fixtures as such term is used in  
3 Section 1019 of the Civil Code. At or prior to the expiration of this LEASE, DISTRICT  
4 may remove such trade fixtures, provided, however, that such removal does not cause  
5 injury or damage to the PROPERTY, or in the event it does, DISTRICT shall restore  
6 the PROPERTY to its original shape and condition. In the event such trade fixtures are  
7 not removed, COUNTY may at its own discretion either: 1) remove and store such  
8 fixtures and restore the PROPERTY for the account of DISTRICT, and in such event,  
9 DISTRICT shall within thirty (30) days after billing and accounting reimburse COUNTY  
10 for the costs so incurred, or 2) take and hold such fixtures as its sole property.

11           C. SERVICES AND OPERATION.           DISTRICT shall provide  
12 services and programs to the community at the CENTER. The community center and  
13 park will be managed by DISTRICT, and any and all fees collected for the services and  
14 programs shall be retained by DISTRICT. All fees, charges and prices for services at  
15 the CENTER shall be set by DISTRICT and shall be comparable to those fees at other  
16 parks operated by DISTRICT. Services and programs may include, but are not limited  
17 to: youth baseball/softball leagues, basketball, concessions, senior programs, and  
18 other community programs and classes. To the extent allowable by law, DISTRICT  
19 shall operate the CENTER on days and at hours reasonably consistent with other  
20 parks operated by DISTRICT.

21           **SECTION 7. OVERSIGHT BY COUNTY.** The COUNTY may visit the  
22 PROPERTY for the purpose of reviewing the uses being conducted at the PROPERTY  
23 by DISTRICT. The COUNTY shall provide at least 24 hour notice to DISTRICT prior to  
24 a visit which shall be done during normal business hours.

25           **SECTION 8. NONDISCRIMINATION.** DISTRICT herein covenants by and for  
26 himself or herself, his or her heirs, executors, administrator, and assigns, and all  
27 persons claiming under or through them, that there shall be no discrimination against  
28 or segregation of any person or group of persons on account of race, color, creed,

1 religion, disability, sex, sexual orientation, marital status, familial status, source of  
2 income or disability in the sale, ancestry or national origin in the LEASE, sublease,  
3 transfer, use, occupancy, tenure or enjoyment of the PROPERTY herein lease, nor  
4 shall the DISTRICT, or any persons claiming under or through him or her, establish or  
5 permit any such practice or practices of discrimination or segregation with reference to  
6 the selection, location number, use or occupancy of tenants, subtenants, subleases or  
7 vendees in the PROPERTY herein conveyed. The foregoing covenants shall run with  
8 the land.

9 **SECTION 9. DEFAULT.**

10 A. The DISTRICT shall be deemed in default of this LEASE for any of  
11 the following reasons: 1) if DISTRICT uses the PROPERTY for any purpose other than  
12 that authorized in the LEASE, 2) fails to maintain the PROPERTY or the improvements  
13 in the manner provided for in the LEASE, 3) fails to pay any installment of rent or other  
14 sum when due as provided for in the LEASE, 4) fails to comply with or perform any  
15 other covenant, condition, provision or restriction provided for in the LEASE, 5)  
16 abandons the PROPERTY, 6) allows the PROPERTY to be attached, levied upon, or  
17 seized under legal process, or 7) if the DISTRICT files or commits an act of  
18 bankruptcy, has a receiver or liquidator appointed to take possession of the  
19 PROPERTY, or 8) commits or permits waste on the PROPERTY.

20 B. The COUNTY shall provide DISTRICT with a thirty (30) day written  
21 notice to remedy any and all defaults. Upon the failure of DISTRICT to properly  
22 address default, COUNTY shall have the right to terminate this LEASE and retake  
23 possession of the PROPERTY together with all additions, alterations, and  
24 improvements thereto by providing DISTRICT thirty (30) days notice of its intent to  
25 terminate. COUNTY shall also retain all rights to seek any and all remedies at law or in  
26 equity available in the event of DISTRICT's default.

27 **SECTION 10. TERMINATION.**

28 A. DISTRICT and/or COUNTY shall have the option to terminate this

1 LEASE if the PROPERTY is destroyed or damaged to the extent that it cannot be  
2 repaired within sixty (60) days, or if more than twenty-five percent (25%) of the  
3 PROPERTY is destroyed.

4 B. If DISTRICT desires to continue with this LEASE despite partial  
5 damage or destruction of the PROPERTY, then DISTRICT shall provide advance  
6 written notice to COUNTY to seek COUNTY's approval. Upon approval by the  
7 COUNTY of the continuance of the LEASE and the plans for the repairs. The  
8 DISTRICT, at its sole expense, shall make all approved repairs needed to the  
9 PROPERTY as the result of said damage or destruction. The DISTRICT reserves the  
10 right to determine what, if any, portions of the PROPERTY are usable in its sole and  
11 absolute discretion. If the District elects to continue use of the PROPERTY, the  
12 DISTRICT shall remain responsible for the operations of the PROPERTY as they are  
13 provided herein.

14 C. The DISTRICT or COUNTY may terminate this LEASE for cause,  
15 by giving thirty (30) days written notice to the other party and the parties have been  
16 unable to come to an agreement or resolution regarding the cause for termination.

17 D. The DISTRICT may terminate this LEASE for convenience, if the  
18 DISTRICT is faced with unexpected financial limitations that prevent the DISTRICT  
19 from operating CENTER facilities as originally intended.

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

24 **COUNTY**  
25 Real Estate Division  
26 Economic Development Agency  
27 Riverside County  
28 3403 10<sup>th</sup> St  
Riverside, CA 92501  
(951) 955-4820

**DISTRICT**  
Jeffrey R. Leatherman  
General Manager  
Valley-Wide Recreation and  
Park District  
901W. Esplanade  
San Jacinto, CA 92582

2 Any notice so given shall be considered served on the other Party three (3) days  
3 after deposit in the U.S. mail, first class postage paid, return receipt requested, and  
4 addressed to the Party at its applicable address. Actual notice shall be deemed  
5 adequate notice on the date actual notice occurred regardless of method of service.

6 **SECTION 12. ASSIGNMENT AND SUBLETTING.** DISTRICT shall not assign,  
7 sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights,  
8 duties or obligations hereunder to any person or entity without the written consent of  
9 COUNTY being first obtained, which consent shall not be unreasonably withheld. Any  
10 subleases shall not exceed the term or scope of the master lease between DISTRICT  
11 and COUNTY. DISTRICT shall use a sublease form approved by COUNTY and  
12 submit all documents pertaining to any such transaction referenced herein to COUNTY  
13 for approval prior to entering into such agreements. District shall remain liable to  
14 County under this Master Lease. Any sublease will need to require the sublessee to  
15 indemnify and hold harmless the District arising under the sublease. DISTRICT shall  
16 submit subleases and all required certificates of insurance and endorsements to  
17 insurance policies, as specified herein, to COUNTY for approval prior to sublessees  
18 occupying the subleased premises.

19 *In the event of any transfer as provided in this Section, DISTRICT expressly*  
20 *understands and agrees that it shall remain liable with respect to any and all the*  
21 *obligations and duties contained in this Lease.*

22 A. Consent Required; Definition of Transfer. Lessee shall obtain  
23 COUNTY's written consent before entering into or permitting a Transfer. A Transfer  
24 (Transfer) consist of any of the following, whether voluntary or involuntary and whether  
25 affected by operation of law, or otherwise.

26 1. Any assignment, mortgage, pledge, encumbrance, or other  
27 transfer of any interest in this Lease;

1                   2. Any Sublease or occupancy of any portion of the Leased  
2 Premises by any person other than the DISTRICT and its employees; and

3                   3. Any of the changes (e.g. a change of ownership or  
4 reorganization) included in the definition of Transfer in this section herein.

5                   4. The dissolution, merger, consolidation, or other organization  
6 of DISTRICT.

7           B. Any person to whom any Transfer is made or sought to be made is  
8 a "Transferee."

9           C. COUNTY's Remedies. If a Transfer fails to comply with this Section  
10 12, COUNTY may, at its sole option, do any of the following:

- 11                   1. Void the Transfer and continue the Lease effect;  
12                   2. Declare DISTRICT in material and incurable default and  
13 COUNTY may exercise any rights under this Section 12, notwithstanding any cure  
14 period specified in Section 12; or

15                   3. Ratify the Transfer.

16           D. Change of Ownership: Reorganization. For purposes of this  
17 Section 12, Transfer also includes:

- 18                   1. For a partnership or limited liability company:  
19                      a. A change in ownership affected voluntarily,  
20 involuntarily, or by operation of law within a twelve-month period of twenty-five (25%)  
21 or more of the partners or members or twenty-five percent (25%) or more of the  
22 partnership or membership interest; or

23                      b. The dissolution of the partnership or limited liability  
24 company without its immediate reconstitution.

25                   2. For a closely held corporation (i.e., one whose stock is not  
26 publicly held and not traded through an exchange or over the counter):

- 27                      a. The sale or other transfer within a twelve-month (12-  
28 month) period of more than an aggregate of twenty-five percent (25%) of the voting

1 shares of DISTRICT (other than to immediate family members by reason of gift or  
2 death;) or

3 b. The sale, mortgage, hypothecation or pledge within a  
4 twelve month (12 month) period of more than an aggregate of twenty-five percent  
5 (25%) of the value of DISTRICT'S unencumbered assets.

6 **SECTION 13. INSURANCE.** Without limiting or diminishing the DISTRICT's  
7 obligation to indemnify or hold the COUNTY harmless, DISTRICT shall procure and  
8 maintain or cause to be procured and maintained, at no cost to the COUNTY, the  
9 following insurance coverages during the term of this LEASE.

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

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

26 C. Vehicle Liability: If vehicles or mobile equipment are used in the  
27 performance of the obligations under this LEASE, then DISTRICT shall maintain  
28 liability insurance for all owned, non-owned or hired vehicles so used in an amount not

1 less than \$1,000,000 per occurrence combined single limit. If such insurance contains  
2 a general aggregate limit, it shall apply separately to this LEASE or be no less than two  
3 (2) times the occurrence limit. Policy shall name the COUNTY, its directors, officers,  
4 employees, appointed officials, agents or representatives as Additional Insured.

5 D. General Insurance Provisions - All lines:

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

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

21 3. DISTRICT shall cause DISTRICT'S insurance carrier(s) to  
22 furnish the County of Riverside with either 1) a properly executed original Certificate(s)  
23 of Insurance and certified original copies of Endorsements effecting coverage as  
24 required herein, and 2) if requested to do so orally or in writing by the County Risk  
25 Manager, provide original Certified copies of policies including all Endorsements and  
26 all attachments thereto, showing such insurance is in full force and effect. Further, said  
27 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
28 carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any

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

14                   4. It is understood and agreed to by the parties hereto that the  
15 DISTRICT'S insurance shall be construed as primary insurance as defined in this  
16 section for general liability purposes only, and the COUNTY'S insurance and/or  
17 deductibles and/or self-insured retention's or self-insured programs shall not be  
18 construed as contributory except as outlined in Section 13 item D-5.

19                   5. Notwithstanding Section 13 item D above, the COUNTY  
20 shall be the primary insurance carrier for the building and structure during the term of  
21 this LEASE provided DISTRICT pays the COUNTY'S insurance deductible not to  
22 exceed FIFTY THOUSAND DOLLARS (\$50,000) in the event damage to the  
23 PROPERTY was caused by acts or omissions of DISTRICT. At the time the facility  
24 transfers ownership as defined in section 1, the COUNTY'S insurance obligation will  
25 terminate. Proof of insurance shall be furnished to the DISTRICT annually. A program  
26 of self-insurance shall satisfy this insurance requirement.

27                   6. If, during the term of this LEASE or any extension thereof,  
28 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 LEASE, the COUNTY reserves the right to adjust the types of insurance required under  
4 this LEASE and the monetary limits of liability for the insurance coverage's currently  
5 required herein, if, in the County Risk Manager's reasonable judgment, the amount or  
6 type of insurance carried by the DISTRICT has become inadequate.

7           7. DISTRICT shall pass down the insurance obligations  
8 contained herein to all tiers of sublessees working under this LEASE.

9           8. DISTRICT agrees to notify COUNTY of any claim by a third  
10 party or any incident or event that may give rise to a claim arising from the  
11 performance of this LEASE.

12           9. The insurance requirements contained in this LEASE may  
13 be met with a program of self-insurance acceptable to the COUNTY.

14           **SECTION 14. INDEMNIFICATION.** DISTRICT shall indemnify and hold  
15 harmless the COUNTY, its officials, officers, employees, appointed officials, agents or  
16 representatives from any liability whatsoever, based or asserted upon any performance  
17 of DISTRICT, its officers, employees, agents or representatives arising out of or in any  
18 way relating to this LEASE, including but not limited to property damage, bodily injury,  
19 or death or any other element of any kind or nature whatsoever arising from the  
20 performance of DISTRICT, its officials, officers, agents, employees, or representatives  
21 under this LEASE excluding any acts of gross negligence or willful misconduct by  
22 COUNTY, its officials, officers, agents, employees or representatives. DISTRICT shall  
23 defend, at its sole expense, all costs and fees including, but not limited, to attorney  
24 fees, cost of investigation, defense and settlements or awards, the COUNTY, its  
25 officials, officers, employees, appointed officials, agents or representatives in any claim  
26 or action based upon such alleged acts or omissions as described above.

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

1 own choice and shall have the right to adjust, settle, or compromise any such action or  
2 claim without the prior consent of COUNTY; provided, however, that any such  
3 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
4 DISTRICT'S indemnification to COUNTY as set forth herein. DISTRICT'S obligation  
5 hereunder shall be satisfied when DISTRICT has provided to COUNTY the appropriate  
6 form of dismissal relieving COUNTY from any liability for the action or claim involved.  
7 The specified insurance limits required in this LEASE shall in no way limit or  
8 circumscribe DISTRICT's obligations to indemnify and hold harmless the COUNTY  
9 herein from third party claims.

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

14 **SECTION 15. HAZARDOUS WASTE.** DISTRICT shall not cause or permit its  
15 agents, contractors or employees to cause the PROPERTY to be in violation of any  
16 federal, state or local laws, ordinances or regulations relating to industrial hygiene or to  
17 environmental conditions on, under or about the PROPERTY including, but not limited  
18 to, soil and ground water conditions. DISTRICT shall not use, generate, manufacture,  
19 store or dispose of on, under or about the PROPERTY or transport to or from the  
20 PROPERTY any flammable explosives, radioactive materials, hazardous wastes, toxic  
21 substances or related materials, including, without limitation, any substances defined  
22 as or included in the definition of "hazardous substances", "hazards wastes",  
23 "hazardous materials" or "toxic substances" under any applicable federal or state laws  
24 or regulations including without limitation, California Health and Safety Code Section  
25 25316, as well as any amended or successor statute as may exist from time to time  
26 during the term of this LEASE, as well as any petroleum or petroleum derived product,  
27 natural gas, liquefied natural gas, synthetic fuel gas, radioactive materials or waste  
28 and/or medical waste as defined in California Health and Safety Code Section 117690

1 as well as any amended or successor statutes as may exist from time to time during the  
2 terms of this LEASE.

3       **SECTION 16. DISPUTE RESOLUTION.** Controversies or disputes between  
4 County and District that may arise from (a) this Lease (including any modifications to  
5 this Lease), or (b) any document, agreement, procedure related to or delivered in  
6 connection with this Lease, (collectively "Disputes") shall be first addressed by the  
7 Parties to attempt to reach a mutually-agreeable resolution. Prior to instituting an  
8 action, the Parties must act in good faith and first raise the matter in dispute for which it  
9 is seeking resolution, including, but not limited to, specific performance or damages in  
10 accordance to this section herein, by requesting that a meeting be held. This notice  
11 shall be in writing and shall set the meeting for a time within forty-five days after the  
12 notice is delivered, and shall state the location for the meeting, which shall be held at  
13 mutually convenient location to the Parties. Attendees at the meeting shall have  
14 sufficient authority to address the matter at issue. The parties agree to maintain the  
15 confidentiality of the meeting and shall not rely on, or introduce as evidence in any  
16 judicial or other proceeding: (a) views expressed or suggestions made by the other  
17 Party with respect to a possible settlement of the dispute: (b) admissions made by the  
18 other Party during the meeting: (c) proposals made or views expressed: or (d) the fact  
19 that the other Party had or had not indicated a willingness to accept a proposal. This  
20 section shall apply to anything communicated, exchanged, said, done or occurring in  
21 the course of the meeting. The meeting is to be considered a settlement negotiation for  
22 the purpose of all state rules protecting disclosures made during such conference from  
23 later discovery or use in evidence. All conduct, statements, promises, offers, views and  
24 opinions, oral or written, made during a meeting by any Party or a Party's agent,  
25 representative, employee, or attorney are confidential and, where appropriate, are to  
26 be considered work product and privileged. Such conduct, statements, promises,  
27 offers, views and opinions shall not be subject to discovery or admissible for any  
28 purpose including impeachment, in any litigation or other proceeding involving the

1 Parties; provided, however, that evidence otherwise subject to discovery or admissible  
2 is not excluded from discovery or admission in evidence simply as a result of it having  
3 been used in connection with the meeting.

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

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

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

19 **SECTION 20. COUNTY REPRESENTATIVE.** The Assistant County Executive  
20 Officer for Economic Development Agency shall be authorized to administer this  
21 LEASE, on behalf of the COUNTY, and take action to direct ministerial acts in relation  
22 thereto.

23 **SECTION 21. DISTRICT REPRESENTATIVE.** The General Manager of the  
24 DISTRICT shall be authorized to administer this LEASE, on behalf of the DISTRICT,  
25 and take action to direct ministerial acts in relation thereto.

26 **SECTION 22. CONFLICT OF INTEREST.** No member, official or  
27 employee of the COUNTY or DISTRICT shall have any personal interest, direct or  
28 indirect, in this LEASE nor shall any member, official or employee participate in any

1 decision relating to this LEASE which affects his or her personal interests or the  
2 interests of any corporation, partnership or association in which he or she is directly or  
3 indirectly interested.

4 **SECTION 23. GOVERNING LAW; JURISDICTION.** This LEASE shall be  
5 governed by and construed in accordance with the laws of the State of California. The  
6 COUNTY and DISTRICT agree that this LEASE has been entered into at Riverside  
7 County, California, and that any legal action related to the interpretation or performance  
8 of the LEASE shall be filed in the Superior Court for the State of California, in  
9 Riverside, California.

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

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

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

21 **SECTION 27. AUTHORITY TO EXECUTE.** The persons executing this  
22 LEASE or exhibits attached hereto on behalf of the parties to this LEASE hereby  
23 warrant and represent that they have the authority to execute this LEASE and warrant  
24 and represent that they have the authority to bind the respective parties to this LEASE  
25 and to the performance of its obligations hereunder.

26 **SECTION 28. ATTORNEY'S FEES.** For actions for the enforcement of the  
27 Agreement, the prevailing party may be entitled to reasonable attorneys' fees and costs  
28 only if it has prevailed in a judgment court of competent jurisdiction.

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

4           **SECTION 30. ENTIRE LEASE.** This LEASE is intended by the Parties hereto  
5 as a final expression of their understanding with respect to the subject matter hereof  
6 and as a complete and exclusive statement of the terms and conditions thereof and  
7 supersedes any and all prior and contemporaneous leases, agreements and  
8 understandings, oral or written, in connection therewith. This LEASE may be changed  
9 or modified only upon the written consent of the Parties hereto.

10           **SECTION 31. BINDING ON SUCCESSORS.** The terms and conditions herein  
11 contained shall apply to and bind the heirs, successors in interest, executors,  
12 administrators, representatives, and assigns of all the parties hereto.

13           **SECTION 32. EFFECTIVE DATE.** The EFFECTIVE DATE of this LEASE is the  
14 date first written above.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

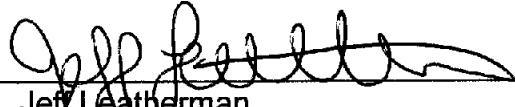
27 ///

28 ///

1           **SECTION 33. APPROVAL.** This Lease shall not be binding or consummated  
2 until its approval by the Board of Supervisors of Riverside County.

3 Dated: \_\_\_\_\_

4                                   **VALLEY WIDE RECREATION & PARK**  
5                                   **DISTRICT**

6  
7  
8 By:   
9                                   Jeff Leatherman  
10                                   General Manager

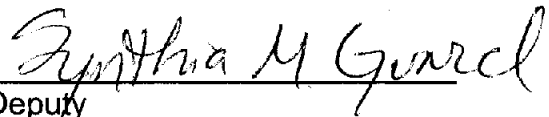
11                                   **COUNTY OF RIVERSIDE**

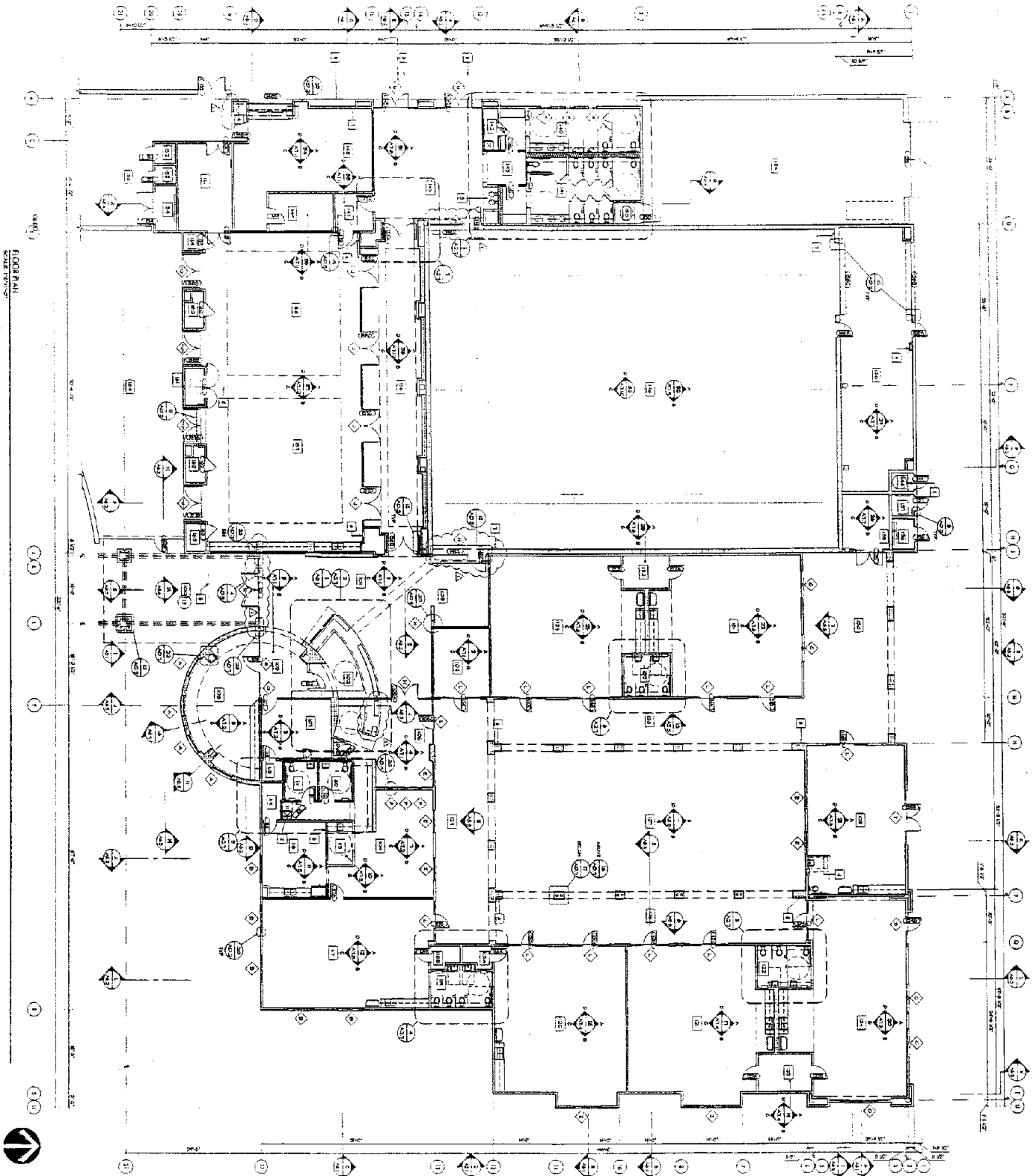
12  
13 By: \_\_\_\_\_  
14                                   Bob Buster, Chairman  
15                                   Board of Supervisors

16 **ATTEST:**  
17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By: \_\_\_\_\_  
20                                   Deputy

21 **APPROVED AS TO FORM:**  
22 PAMELA J. WALLS, County Counsel

23  
24 By:   
25                                   Deputy  
26                                   **SYNTHIA M. GUNZEL**



FLOOR PLAN  
SCALE: 1/8" = 1'-0"



# EXHIBIT 'A'

**RODOLFO TORRES**  
ARCHITECT  
1111 15th St, N.W.  
Washington, D.C. 20004  
202-338-0100  
www.rodolfo.com

**ROOM LEGEND**

101	RECEPTION
102	OFFICE
103	CONFERENCE
104	MEETING
105	TRAINING
106	WORKSHOP
107	CLASSROOM
108	LECTURE HALL
109	EXHIBITION
110	RECEPTION
111	OFFICE
112	CONFERENCE
113	MEETING
114	TRAINING
115	WORKSHOP
116	CLASSROOM
117	LECTURE HALL
118	EXHIBITION
119	RECEPTION
120	OFFICE
121	CONFERENCE
122	MEETING
123	TRAINING
124	WORKSHOP
125	CLASSROOM
126	LECTURE HALL
127	EXHIBITION
128	RECEPTION
129	OFFICE
130	CONFERENCE
131	MEETING
132	TRAINING
133	WORKSHOP
134	CLASSROOM
135	LECTURE HALL
136	EXHIBITION
137	RECEPTION
138	OFFICE
139	CONFERENCE
140	MEETING
141	TRAINING
142	WORKSHOP
143	CLASSROOM
144	LECTURE HALL
145	EXHIBITION
146	RECEPTION
147	OFFICE
148	CONFERENCE
149	MEETING
150	TRAINING
151	WORKSHOP
152	CLASSROOM
153	LECTURE HALL
154	EXHIBITION
155	RECEPTION
156	OFFICE
157	CONFERENCE
158	MEETING
159	TRAINING
160	WORKSHOP
161	CLASSROOM
162	LECTURE HALL
163	EXHIBITION
164	RECEPTION
165	OFFICE
166	CONFERENCE
167	MEETING
168	TRAINING
169	WORKSHOP
170	CLASSROOM
171	LECTURE HALL
172	EXHIBITION
173	RECEPTION
174	OFFICE
175	CONFERENCE
176	MEETING
177	TRAINING
178	WORKSHOP
179	CLASSROOM
180	LECTURE HALL
181	EXHIBITION
182	RECEPTION
183	OFFICE
184	CONFERENCE
185	MEETING
186	TRAINING
187	WORKSHOP
188	CLASSROOM
189	LECTURE HALL
190	EXHIBITION
191	RECEPTION
192	OFFICE
193	CONFERENCE
194	MEETING
195	TRAINING
196	WORKSHOP
197	CLASSROOM
198	LECTURE HALL
199	EXHIBITION
200	RECEPTION

- FLOOR PLAN REVISIONS**
- 1. REVISIONS TO BE MADE TO THIS PLAN
  - 2. REVISIONS TO BE MADE TO THIS PLAN
  - 3. REVISIONS TO BE MADE TO THIS PLAN
  - 4. REVISIONS TO BE MADE TO THIS PLAN
  - 5. REVISIONS TO BE MADE TO THIS PLAN
  - 6. REVISIONS TO BE MADE TO THIS PLAN
  - 7. REVISIONS TO BE MADE TO THIS PLAN
  - 8. REVISIONS TO BE MADE TO THIS PLAN
  - 9. REVISIONS TO BE MADE TO THIS PLAN
  - 10. REVISIONS TO BE MADE TO THIS PLAN
  - 11. REVISIONS TO BE MADE TO THIS PLAN
  - 12. REVISIONS TO BE MADE TO THIS PLAN
  - 13. REVISIONS TO BE MADE TO THIS PLAN
  - 14. REVISIONS TO BE MADE TO THIS PLAN
  - 15. REVISIONS TO BE MADE TO THIS PLAN
  - 16. REVISIONS TO BE MADE TO THIS PLAN
  - 17. REVISIONS TO BE MADE TO THIS PLAN
  - 18. REVISIONS TO BE MADE TO THIS PLAN
  - 19. REVISIONS TO BE MADE TO THIS PLAN
  - 20. REVISIONS TO BE MADE TO THIS PLAN

- FLOOR PLAN HOLES**
- 1. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 2. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 3. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 4. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 5. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 6. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 7. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 8. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 9. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 10. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 11. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 12. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 13. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 14. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 15. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 16. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 17. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 18. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 19. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
  - 20. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE

**REVISIONS**

NO.	DESCRIPTION	DATE
1	AS SHOWN	
2	AS SHOWN	
3	AS SHOWN	
4	AS SHOWN	
5	AS SHOWN	
6	AS SHOWN	
7	AS SHOWN	
8	AS SHOWN	
9	AS SHOWN	
10	AS SHOWN	
11	AS SHOWN	
12	AS SHOWN	
13	AS SHOWN	
14	AS SHOWN	
15	AS SHOWN	
16	AS SHOWN	
17	AS SHOWN	
18	AS SHOWN	
19	AS SHOWN	
20	AS SHOWN	

**FLOOR PLAN**

JOB NO. 12345 SHEET  
DRAWN BY: [Name]  
CHECK BY: [Name]  
DATE: 12-31-05 OF



V. TECHNICAL SPECIFICATIONS

TURF-MOW/EDGE

A. MOWING

- i. All turf areas shall be mowed approximately once per week. Winter schedule (October-February) shall be a reduced mow schedule. There may be certain projects that Valley -Wide will be required to mow on specific days for sports activities.
- ii. Work shall be performed on the same day each week. Initial week schedule and any changes must be approved by Valley-Wide prior to implementation.
- iii. All mowings missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within 3 work days on weekly schedule.
- iv. Cuttings heights shall be adjusted according to the type of grass in accordance with the following:

Bluegrass and fescue	(June thru September)	3inches
	(September thru May)	2inches
St. Augustine	(Year Round)	2-1/4inches
Bermuda	(Year Round)	3/4inches
- v. All warm season grasses to include Bermuda and St. Augustine shall be mowed with a power-driven reel type mower. Bluegrass and fescue may be mowed with either power-driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- vi. All visible grass clippings shall be collected and removed from the site

**EXHIBIT "B"**

prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

- vii. All glass, leaves, paper and other debris shall be removed and disposed of off-site prior to mowing.
- viii. All portable obstructions such as picnic tables and trash containers shall be moved in order to mow all portions of turf.
- ix. All walkways, roadways, trails or other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

#### B. EDGING

- i. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.
- ii. Mechanical methods shall be used except where physically not possible or practical.
- iii. Chemical application shall be used on areas such as planters, buildings, around trees along asphalt trails/paths, around sports field equipment, fence lines.
- iv. Contractors shall use non-restricted chemicals only to perform chemical edging. Chemicals shall be recommended and approved by Valley-Wide prior to use. A 'Notice of Intent' to apply non-restricted/restricted materials form shall be completed and submitted to Valley-Wide a minimum of fourteen(14) days prior to intended use. 'Notice of Intent'

form shall be provided by Contractor. No work shall begin until Valley-Wide's approval is obtained.

- v. Chemicals shall only be applied under the supervision of persons possessing a valid California pest control operator's license. Records of all chemical application operations, authorizations stating dates, times, method of applications, chemical formulations, applicator's name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one(1) year. After this period, records shall be retained in accordance with Riverside County Department of Agriculture regulations.
- vi. Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.
- vii. Chemical edging shall be restricted to a 6 inch wide strip around buildings, planters, asphalt trails/paths, and other projections and a 12 inch wide strip around trees, sports field equipment and fence lines.
- viii. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's operations or the end of the day, whichever occurs first.

**VI. TURF MATENANCE**

**A. WATERING**

- i. All turf areas shall be irrigated as required to maintain adequate growth and appearance.
- ii. Irrigation shall be accomplished in accordance with the following time frames wherever possible:
  - (a) Parks 8pm to 6am
  - (b) Slopes/Landscaping 8pm to 6am
  - (c) Medians & Parkways 8pm to 6am
  - (d) Manual Irrigation as needed
  - (e) Point to Point Irrigation 24 hours
- iii. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall recommend appropriate changes in duration of watering cycles. No actual changes will be implemented without prior approval of Valley-Wide.
- iv. Special watering required during daytime hours such as after fertilization, during periods of extreme dryness or heat or during manual irrigation cycles shall be conducted in accordance with the following criteria:
  - iv. There shall be minimal drift onto private property or roadways caused from the wind.
  - v. There shall be no interference with sports field activities or other special activities.
  - vi. There shall be irrigation personnel present at each location until watering cycle is completed.
  - vii. Contractors shall respond within 2 hours of any request by Valley-Wide to turn on/off irrigation systems, particularly in respect to rainfall.

B. WEED CONTROL

- i. A regular program of chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.
- ii. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a "weed free" condition.
- iii. All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants or animals from residues of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.
- iv. All damage resulting from the contractor's operations shall be repaired or replaced at contractor's expense.
- v. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

C. FERTILIZATION

- i. All turf areas shall be fertilized in accordance with soils report recommendations when granular fertilization is used; if no soils report exists, the following criteria shall prevail:

<u>TYPE</u>	<u>FORMULA</u>	<u>RATE</u>
(a) Bluegrass Elements	16-6-8 w/trace 1000 sq. ft.	<u>1 lb. actual nitrogen</u>
(b) Bermuda	Ammonia Nitrate 33.5-0-0	<u>1 lb. actual nitrogen</u> 1,000 sq. ft.

	16-6-8 w/trace Elements	<u>1 lb. actual nitrogen</u> 1,000 sq. ft.
(c) Fescue	16-6-8 w/trace Elements	<u>1 lb. actual nitrogen</u> 1,000 sq. ft.
(d) St. Augustine	Ammonia Nitrate 33.5-0-0	<u>1 lb. actual nitrogen</u> 1,000 sq. ft.

- ii. All proposed changes in formulation shall be submitted to Valley-Wide for approval prior to use.
- iii. All fertilization schedules shall commence on the effective date of the contract then follow the cycles.
- iv. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.
- v. All turf areas shall be fertilized in accordance with the following criteria when liquid fertilizers are used in conjunction with irrigation injection systems:
  - vi. All liquid concentrate fertilizer formulations shall be approved by Valley-Wide prior to use.
  - vii. The rate of injection of the liquid concentrate fertilizers shall be established upon initial installation of the fertilizer injection system. Any and all changes to the meters affecting rate of injection of fertilizer shall be approved by the inspector prior to making any adjustments to the system.

- viii. All liquid concentrate fertilizers shall be water soluble, emulsifiable and shall be capable of remaining suspended in water until the fertilization cycle is completed. Fertilizers shall be thoroughly flushed from irrigation lines prior to the start of the next irrigation cycle.
- ix. All fertilization schedules shall commence on the effective date of the contract then follow the cycles established in the annual schedule.
- x. All damages to the landscaping resulting from use of unauthorized fertilizers, unauthorized adjustment to injection system settings and/or failure to flush irrigation lines after the use of liquid concentrate fertilizers shall be repaired or replaced at the expense of the contractor.

D. RESEEDING

- i. All bare, worn or sparse areas in the turf shall be reseeded to re-establish turf to an acceptable condition annually between February 15 and March 15 in sports and athletic fields and between April 1 and April 30 in all other areas.
- ii. Reseeding shall be performed in accordance with the following criteria:
  - a. All areas to be reseeded shall be raked or verticut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.
  - b. Areas to be reseeded shall be fertilized to provide one (1) to one and one-half (1-1/2) pounds of nitrogen per thousand (1,000) square feet.
  - c. Grass seed shall be applied at the rate specified on the label for

the type of seed being used for reseeding. Seed quality shall meet the following criteria:

- Minimum purity shall be 98% weed free for all grasses.
  - Minimum germination rate shall be 85% for all grasses.
  - No seed shall be applied without prior labeled verification of seed quality.
- d. All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeding operation.
- e. Once seed has been applied, contractor shall cover all seed and firm the soil with a water ballast roller, either empty or partially filled depending upon soil conditions. Seed shall then be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.
- III. Due to extensive scheduling of sports fields in certain areas, reseeding may be required which far exceed the normal. Under these circumstances Valley-Wide may determine the reseeding is beyond the normal reseeding requirements and shall be performed as extra work. If the reseeding operation is determined to be extra work, the contractor shall submit estimates and obtain all authorizations.

E. WATERING

- i. All landscape areas shall be irrigated as required to maintain adequate



growth and appearance. Coordinate with Valley Wide and water district.

- ii. Irrigation shall be accomplished in accordance with the following time frames wherever possible (see Sect. C, Pg. 10)
- iii. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend appropriate changes in duration of watering cycles. No actual changes will be implemented without the prior approval of Valley-Wide.
- iv. Special watering required during daytime hours such as after fertilization, during periods of extreme dryness of heat and during manual irrigation cycles shall be conducted in accordance with the following criteria:
- v. There shall be minimal drift onto private property or roadways caused from the wind.
- vi. There shall be no interference with sports field activities or other special activities.
- vii. There shall be irrigation personnel present at each location until watering cycle is completed.
- viii. Contractor shall respond within 2 hours of any request by Valley-Wide to turn on/off irrigation systems, particularly in respect to rainfall.

F. WEED CONTROL

- i. A regular program of pre-emergent chemical application shall be used to

control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.

- ii. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time that they are first visible. Methods for removal shall be hand removal or cultivation dependent upon planting concentration.

G. FERTILIZATION:

- i. All landscaped areas shall be fertilized in accordance with soils report recommendations; if no soils reports exists, the following criteria shall prevail:

TYPE	RATE
(a) Herbaceous Plants	<u>lb. actual nitrogen</u> 1,000 sq. ft.
(b) Grass Areas	<u>lb. actual nitrogen</u> 1,000 sq.ft.
(c) Ground Cover	<u>lb. actual nitrogen</u> 1,000 sq.ft.
(d) Shrubs	<u>1lb. actual nitrogen</u> 1,000 sq. ft.

- ii. All proposed chemical formulations shall be submitted to Valley-Wide for approval prior to use.
- iii. All fertilization schedules shall commence with the effective date of the contract.
- iv. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections,

determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

H. GROUND COVER

- i. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a somewhat natural state while removing weed infestations.
- ii. All ground cover shall be trimmed to restrict growth from sidewalks, trees, shrubs, trails, behind curbs, and from private property.

I. TREE CARE:

- i. Pruning:
  - a. All trees less than 15 feet shall be included in required pruning operations. All trees over 15 feet will be handled either as extra work or by separate contract.
  - b. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees, symmetrical appearance with proper vertical and horizontal clearance.
  - c. All trees shall be trimmed, shaped and thinned at least once per year between November and December, as necessary per species.
  - d. All dead damaged branches and limbs shall be removed at the point of breaking at the time damage occurs.
  - e. The following minimum clearances shall be maintained at all times

and shall be a part of annual pruning, unless a specific problem arises:

- All branches overhanging the curb line on roadways shall have a fourteen (14) foot minimum clearance.
- All branches overhanging walkways or trails shall an eight (8) foot minimum clearance.
- All trees shall be trimmed to prevent encroachment on private property.
- No more than  $\frac{1}{4}$  of the foliage may be removed at any one pruning.

ii. Pruning Procedures:

- a. All cuts shall be shoulder cuts, never flush if possible, to the parent stem so that healing can readily start under normal conditions.
- b. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- c. All cuts exceeding 1-1/2 inches shall be treated with an appropriate tree heal compound.
- d. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- e. Climbing spurs shall not be used.

iii. Pruning Criteria:

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees shall then be pruned for vertical and horizontal clearance.
- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12 inches to 24 inches spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical and appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to Valley-Wide.
- h. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- i. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.

iv. Staking and Typing:

- a. Those tree which shall be staked fall into these categories:
- b. Replacement of missing or damaged stakes where the tree diameter is less than 3 inches.

- c. In those case where tree has been damaged and requires staking for support.
    - d. For new trees or recently planted trees which have not previously been staked.
  - v. Tree Removals:
    - a. All trees which are downed by either natural or unnatural causes shall be removed and disposed off-site. Where possible, stumps shall be ground to 12 inches below grade, wood chips raked level to fill hole.
    - b. All trees which are down or all trees which are still standing, but must be removed for other reasons, shall be handled as extra work or separate action.
  - vi. Tree Topping:
    - a. Topping, heading, or pollarding shall not be accepted in any form, unless this is the expressed design intent as verified by Valley-Wide.
- J. Shrub Care:
  - i. All shrubbery shall be trimmed, shaped and thinned a minimum of four times per year, once in April, once in July, once in September and once in January.
  - ii. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased limbs as necessary.

- iii. Pruning Procedures:
  - a. All cuts shall be shoulder cuts, never flush if possible, to the parent stem so that healing can readily start under normal conditions.
  - b. All limbs 1 inch or greater in diameter shall be under cut to prevent splitting.
  - c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- iv. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- v. Pruning Criteria:
  - a. All shrubs shall be pruned and shaped to enhance the natural form and appearance typical of the species.
  - b. Under no circumstances shall shrub plantings be pruned to geometric or topiaried forms unless this is the expressed design intent of the planting, as approved by Valley-Wide.

## **VII. IRRIGATION SYSTEM**

### **A. OPERATION/REPAIR:**

- i. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, and moisture sensing devices.

- ii. Contractor shall coordinate with Valley Wide for all non-routine irrigation maintenance repairs.
- iii. All systems shall be adjusted in order to:
  - a. Provide adequate coverage of all landscape areas.
  - b. Prevent excessive runoff and/or erosion by multiple start times.
  - c. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property.
- iv. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage as suspected, observed or reported, daily if necessary.
- v. Adjustment, damage and repairs shall be divided into the following categories and actions:
  - a. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustments shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
  - b. All damage resulting from the contractor's operations shall be repaired or replaced prior to the end of the work day at the contractor's expense.
  - c. Damage and repairs for causes other than the contractor's



operations shall be divided as follows:

- Minor repairs shall include replacement of adjusting pins, friction collars, washers, trip assemblies and other small parts. The cost for minor repairs shall be included in the costs for operation and maintenance of the irrigation system.
  - Major repairs shall include all items other than small parts including repairs to valves, main and lateral lines, controllers, quick couplers and backflow preventers, and will be paid in accordance with the provisions of extra work.
- d. Repairs to the irrigation system shall be completed within 12 hours after approval by Valley-Wide on major component damage such as broken irrigation lines, defective or broken valves and within 48 hours after approval by Valley-Wide on repairs to sprinkler heads and other minor items.
- e. All replacements shall be with original type and model materials unless a substitute is approved by Valley-Wide.
- f. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
- g. Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.
- h. Contractor shall pay for all excessive utility usage due to failure.

EXHIBIT 10

## VIII. FACILITY MAINTENANCE

### A. SPECIALTY/SPORTS AREAS:

- i. General (applies to all park and landscape maintenance areas):
  - a. All animal feces or other materials detrimental to human health shall be removed from the park areas daily.
  - b. All broken glass and sharp objects shall be removed daily.
  - c. All areas shall be inspected daily and maintained in a neat, clean and safe condition at all times.
  - d. All areas shall be raked to remove leaves and debris daily.
  - e. All park and sports equipment shall be inspected for vandalism, safety hazards and serviceability daily. Deficiencies shall be reported in writing immediately to Valley-Wide.
- ii. SAND COURT AREAS:
  - a. These areas shall include tot lots, play areas, volleyball courts, etc.
  - b. All areas shall be maintained weed free.
  - c. During the first week in April, June, August and October, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand, but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
  - d. On Monday of each week, all sand areas shall be raked level.
- iii. Hard Surface Areas:

- a. These areas shall include tennis courts, handball courts, basketball courts, bicycle trails, A.C. walkways, etc.

B. GENERAL FACILITY OPERATIONS:

- i. All drinking fountains shall be kept clean and operational at all times.
  - a. Minor repairs to include, but not limited to unclogging drains.
  - b. All repairs shall be completed within seven (7) days after damage occurs.
  - c. Every instance of damage shall be reported to Valley-Wide.
  - d. Should damage be repetitive, Valley-Wide will evaluate replacement with a more damage resistant model through extra work or separate action.
  - e. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by contractor's operations and at other times as required.
  - f. All leaves, paper and debris shall be removed from landscaped areas and disposed of off-site.
  - g. Trash cans provided by district shall be emptied daily and washed after emptying (when necessary) to be determined by Valley-Wide. Contractors shall provide plastic bags for all trash cans at contractor's expense.
  - h. All concrete "V" drains to include the portion under the sidewalk shall be kept free of vegetation, debris and

algae to allow unrestricted water flow.

- i. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Valley-Wide.
- j. All barbecue grills shall be emptied of all ashes twice per week, Mondays and Fridays.
- k. All security and sports area lighting shall be inspected weekly; any damaged or malfunctioning equipment shall be reported to Valley-Wide immediately.

C. PICNIC AREAS AND PAVILIONS:

- i. Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be cleaned to insure safe use by public.
- ii. Picnic tables and benches shall be checked for graffiti, cravings, looseness of planks or braces, cleanliness and general need of repair.
- iii. Cooking grills, braziers, fireplaces and fire rings shall be inspected for general need of repair.
- iv. The contractor's observation of the general need of repair or replacement of loose planks or braces, braziers and fireplaces shall be immediately reported to Valley Wide.
- v. Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed.
- vi. The entire picnic area shall be kept free of broken glass, cans, paper,

etc.

**D. PLAYGROUND EQUIPMENT:**

- i. All playground sites and equipment shall be inspected at the start of each work day, and the sand cleaned and raked level to remove any foreign and/ or hazardous material and be neatly groomed.
- ii. Any equipment showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Valley Wide.
- iii. Special attention shall be given to low sand areas around play equipment. These sand areas shall be leveled by distributing sand from high areas to low areas. During the leveling and distribution of sand, no concrete footing shall be exposed that could allow children to trip or fall.
- iv. During regular maintenance the raking and filling or depressions shall be done in a manner to prevent material compaction.
- v. The raking and distribution of sand around and below the play equipment shall have a cushioning potential and this condition shall extend for eight (8) feet beyond any part of the play equipment.
- vi. All sand play areas shall be maintained free of litter, cans, broken glass and other harmful and unsightly debris.

**IX. RODENT/PEST CONTROL**

- A. All methods employed to perform rodent/pest control shall conform to all federal, state and district environmental regulations.
- B. Rodent control shall be performed in accordance with the following criteria:
  - i. All rodents to be controlled shall be identified and feeding habits

determined prior to treatment of the area.

- ii. All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment.
- iii. Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.
- iv. All treated bait, traps and gases used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel to prevent vandalism and to ensure public safety.
- v. Any and all spilled bait shall be picked up or buried immediately.
- vi. All bait containers and/or applicators shall be of the type that will minimize spills.
- vii. All treated areas shall be inspected after treatment for dying animals. Contractor shall remove all dying animals and/or car casses and dispose of them off-site prior to the end of each work day until area no longer requires further treatment.

C. Pest control shall be performed in accordance with the following criteria;

- i. All insect pests to be treated shall be identified and life stage determined prior to treatment.
- ii. All areas which may be adversely affected by chemical treatment operation shall be identified (i.e., waterways, food preparation sites and eating areas and agricultural production areas) and all precautionary measures necessary shall be taken to prevent contamination of these areas.

- iii. All pesticides shall be applied in accordance with the label recommendations and shall be applied to infested plants only.

D. Contractor shall be allowed to use the following restricted chemicals for rodents/pest control without prior submittal of a written recommendation from a certified pest control advisor when applied in accordance with the following:

- i. Strychnine:
  - a. All mounds shall be raked level twenty-four (24) hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil.
  - b. Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator and probing bait gun.
  - c. Bait shall be applied in areas where active gophers have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in products label recommendations.
  - d. All treated bait shall be placed in the tunnel with a tablespoon or probing bait gun. Strychnine of 1.8 percent, or higher, shall be applied with a probing bait gun only. All holes shall then be covered. Any spilled bait shall be picked up immediately or buried in gopher hole. All containers shall be of the type to minimize spills.
  - e. Follow-up inspections of the treated areas shall be made as

EXHIBIT 'B'

often as necessary for new mounds, dead or dying animals, and treated bait rejection. Rejected bait shall be buried immediately and dead or dying animals shall be disposed of off-site in a manner to prevent contamination to wildlife and to the environment.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUBLEASE AGREEMENT**  
**BETWEEN VALLEY-WIDE RECREATION & PARK DISTRICT**  
**AND CHILD DEVELOPMENT CENTERS**  
**FOR THE LEASE AND OPERATION OF THE**  
**DAY CARE PORTION OF THE MARION V. ASHLEY COMMUNITY CENTER**

**THIS SUBLEASE AGREEMENT** ("Sublease Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Valley-Wide Recreation and Park District ("DISTRICT"), a body politic and Child Development Centers, a California non-profit corporation ("SUBLESSEE"). The DISTRICT and SUBLESSEE are sometimes referred to individually as "Party" and referred to collectively as the "Parties."

**RECITALS**

A. The County of Riverside ("COUNTY") is the owner of 12.05 acres of certain property, commonly known as the Marion V. Ashley Community Center, located at 25625 Briggs Road, Menifee, California 92585, including improvements constructed thereon (collectively the "Property") as depicted in Exhibit "A" attached hereto and incorporated herein by reference; and

B. The DISTRICT entered into a Master Lease Agreement dated \_\_\_\_\_, 2011 with the COUNTY for use of the Property ("Master Lease"); and

C. The DISTRICT desires to sublease to SUBLESSEE and SUBLESSEE desires to sublease from DISTRICT a portion of said Property ("Day Care Portion") that is approximately 10,289 square feet and includes access to the kitchen, the lobby, and parking as depicted in Exhibit "B" attached hereto and incorporated herein by reference; and

1 D. The SUBLESSEE agrees that the Day Care Portion shall only be used for  
2 the sole purpose of operating a licensed child day care facility in accordance with the  
3 terms and conditions of this Sublease Agreement.

4 E. The SUBLESSEE recognizes this Sublease Agreement in no way gives  
5 the SUBLESSEE any rights, control or authority over the remainder of the Property and  
6 does not provide SUBLESSEE any rights or claims to the DISTRICT's option to  
7 purchase.

8 **NOW, THEREFORE,** in consideration of the preceding promises and the  
9 mutual covenants and for other good and valuable consideration contained in this  
10 Sublease Agreement, the Parties hereby covenant, agree, and bind themselves as  
11 follows:

## 12 **AGREEMENT**

### 13 **Section 1. Definitions**

14 Unless the context clearly requires otherwise, the following terms, as used in  
15 the Sublease Agreement, shall have the meanings below:

16 A. "Event of Default" means any of the events of default listed in Section 7.

17 B. "Fiscal Year" means the twelve-month period beginning on July 1 of any  
18 year and ending on June 30 of the next succeeding year.

19 C. "Fair Rental Value" means the value of the Property provided by the  
20 capital improvements and does not represent the fair market value of the space. The  
21 capital improvements include, but are not limited to the following: Cost allocations for  
22 future capital repairs (roof, parking lot, kitchen equipment, kitchen certifications, fire  
23 inspections and certifications).

24 D. "Hazardous Substances" means any substances, wastes pollutants or  
25 contaminants now or hereafter included in such (or any similar) term under any federal,  
26 state or local statute, ordinance, code or regulation, now existing or hereafter enacted or  
27 amended.

28

1 E. "Lease Payments" means the amounts payable by SUBLESSEE pursuant  
2 to Section 2.

3 F. "Term" means the time period during which this Lease Agreement is in  
4 effect as provided in Section 2.

5 G. "Day Care Portion" means those areas authorized for exclusive use or  
6 shared use as depicted on Exhibit "B" attached hereto and incorporated herein by  
7 reference.

8 **Section 2. Lease of Site and Facilities; Term; Transfer; Payments; Termination**

9 A. Incorporation of Recitals. The provisions of the Recitals are true and  
10 correct, and incorporated herein by reference.

11 B. Term. The Term of this Sublease Agreement shall commence on  
12 this \_\_\_\_\_ day of \_\_\_\_\_ 2011, and shall end 3 years from said date.

13 C. Sublease Agreement Transfer. This Sublease Agreement is between  
14 SUBLESSEE and DISTRICT and does not transfer to any other party unless transfer is  
15 approved as defined in the provisions of this Sublease Agreement and the DISTRICT's  
16 Board of Directors. Any proposed Transfer shall require COUNTY's written consent  
17 before any voluntary or involuntary transfer takes place as set forth in the Master Lease.

18 D. Extensions. SUBLESSEE shall reserve the right to extend this Sublease  
19 Agreement for two (2) three (3) year periods from the term date as defined in Section 2  
20 Item B. SUBLESSEE shall notify DISTRICT of its intent to extend this Sublease  
21 Agreement not less than ninety (90) days from expiration of said Term in effect.

22 E. Termination. This Sublease Agreement may be terminated for the  
23 following reasons:

24 1. The DISTRICT or SUBLESSEE may terminate this Sublease  
25 Agreement for convenience upon giving ninety (90) days written notice to the other.

26 2. The DISTRICT may terminate this Sublease Agreement for  
27 cause identified as an Event of Default by giving thirty (30) days written notice to the  
28

1 other Party, and the Parties have been unable to reach a written agreement or remedy  
2 regarding the cause for termination.

3                   3.     This Sublease Agreement shall automatically terminate if the  
4 Master Lease between the DISTRICT and COUNTY is terminated for any reason. All  
5 notice rights afforded to the DISTRICT under the Master Lease shall be extended to the  
6 SUBLESSEE by the DISTRICT.

7                   4.     All notices of termination for cause or convenience shall  
8 comply with Section 14 H below.

9                   F.     Lease Payments. SUBLESSEE agrees to pay DISTRICT during the Term  
10 of this Sublease Agreement **ONE THOUSAND NINETY FIVE DOLLARS AND NO**  
11 **CENTS PER MONTH (\$1095.00)** per month as rent. Rent must be received by the  
12 DISTRICT Office, 901 West Esplanade, San Jacinto California 92582 no later than the  
13 15<sup>th</sup> of every month.

14                   G.     Fair Rental Value. The Lease Payments during each Fiscal year shall  
15 constitute the total rental for the Property for such Fiscal Year, and shall be paid by  
16 SUBLESSEE in each month of each Fiscal Year for and consideration of the right of the  
17 use and occupancy of the Day Care Portion, and the authorized use of the Property  
18 during each Fiscal Year. The parties agree and determine that the total Lease  
19 Payments represent only the value provided by the capital improvements and does not  
20 represent the fair market value of the space. In determining the value of the Lease  
21 Payments, consideration has been given to the estimated fair market value of the  
22 Property, other obligations of the parties under this Lease Agreement, the uses, and  
23 purposes that may be served by the Property, and the benefits that will accrue to the  
24 DISTRICT and the general public. The Fair Rental Value will be evaluated annually by  
25 the DISTRICT. The SUBLESSEE shall be required to provide an annual audited report  
26 by the first business day of the new calendar year for the past fiscal year. Should the  
27 DISTRICT find that the Lease Payments do not meet the actual long term maintenance  
28

1 costs of the capital improvements of the Day Care Portion of the Property, the  
2 DISTRICT reserves the right to increase the Fair Rental Value not to exceed 3% per  
3 year.

4 H. Taxes. SUBLESSEE shall pay any possessory interest taxes imposed  
5 against the SUBLESSEE and the Day Care Portion of the Property. DISTRICT shall  
6 pay any remaining real and personal property taxes assessed against the Property.

7 **Section 3. Use; Applicable Laws; Hours of Operation**

8 A. Use. The Day Care Portion is leased to SUBLESSEE solely for the  
9 purpose of operating a child day care center during the term of this Sublease  
10 Agreement ("Day Care Center"). The Day Care Center may be operated directly by  
11 SUBLESSEE, by any agent or designee of SUBLESSEE or any combination of these.  
12 Any agent or designee of SUBLESSEE shall be chosen by SUBLESSEE in  
13 SUBLESSEE's sole and absolute discretion.

14 B. Applicable Laws. SUBLESSEE shall operate the Day Care Center in  
15 accordance with all applicable federal, state and city laws and regulations, and this  
16 Sublease Agreement. Notwithstanding, SUBLESSEE shall fingerprint all staff prior to  
17 working at the Day Care Center and conduct background checks as required by  
18 DISTRICT. SUBLESSEE shall be responsible for ensuring that all necessary  
19 approvals, licenses, and permits have been obtained and maintained in order to operate  
20 the Day Care Center at all times in a lawful manner.

21 C. Hours of Operation. SUBLESSEE shall have exclusive use of the Day  
22 Care Portion between the hours of 6:00 a.m. and 7:00 p.m. on Monday through Friday,  
23 inclusive for the duration of this Sublease Agreement. During such period,  
24 SUBLESSEE shall have the use in common with others of the rest rooms, hallways,  
25 entrances, parking spaces associated with the PROPERTY, provided such said use  
26 does not conflict with DISTRICT's operations, furniture, fixtures and improvements.  
27 SUBLESSEE agrees to return any such furniture or fixtures to the prior position left by  
28

1 DISTRICT by the end of each business day. For certain occasions when the  
2 SUBLESSEE may require use of the facilities outside of the Hours of Operation, the  
3 DISTRICT agrees to review the request and approve the request so long as it does not  
4 interfere with District business and the SUBLESSEE agrees to incur any and all  
5 additional costs required to extend the use of the facilities outside of the Hours of  
6 Operation.

7 **Section 4. Utilities; Maintenance and Repair; Timing**

8 A. Utilities. Throughout the Term of this Sublease Agreement, SUBLESSEE  
9 shall pay or otherwise arrange for the payment of all utility services supplied to the Day  
10 Care Portion which shall include, without limitation, janitor service, security, power, gas,  
11 telephone, light, heating, water and all other utility services.

12 B. Maintenance and Repair. Throughout the Term of this Sublease  
13 Agreement, DISTRICT shall perform or otherwise arrange for repairs of all structural  
14 maintenance including in wall electrical, in wall plumbing, HVAC system and irrigation  
15 system that serves the Day Care Portion of the Property to the extent not covered by  
16 the County's insurance. Notwithstanding, SUBLESSEE shall be responsible for the  
17 reimbursement or payment of any costs incurred by the DISTRICT or DISTRICT's agent  
18 in order to perform repairs, painting, plumbing and maintenance for the Day Care  
19 Portion which includes, but is not limited to damage caused by ordinary wear and tear.  
20 For example, SUBLESSEE shall be responsible for reimbursing the DISTRICT for any  
21 costs associated with repairing any exposed plumbing fixtures, broken pipes, exposed  
22 electrical fixtures, glass windows, screens, lighting fixtures and bulbs, doors and door  
23 frames, interior walls, floor covering that occur as a result of the SUBLESSEE's use of  
24 the PROPERTY, including any routine maintenance or repair issues that are specific to  
25 the Day Care Portion. Maintenance shall be performed in accordance with the District's  
26 Park and Construction specifications as last revised in 2006 .

1 C. Timing. DISTRICT shall not be required to repair any items identified in  
2 subsection 4B above unless and until SUBLESSEE has notified DISTRICT in writing of  
3 the need for such repair or improvements. Once notified, DISTRICT shall complete any  
4 and all needed repairs and replacements within a reasonable period of time for which  
5 the SUBLESSEE will reimburse the DISTRICT all costs incurred, except to the extent  
6 such repairs or replacements are attributable in whole or in part to the negligence or  
7 misconduct of the DISTRICT or the COUNTY, its officials, its officers, its employees,  
8 agents, contractors, licensees and invitees.

9  
10 **Section 5. Modification and Improvements of Property; Liens; Ownership;**  
11 **Equipment**

12 A. Modifications and Improvements. Upon written consent of the DISTRICT  
13 and the COUNTY, LESSEE at its own expense may make additions, modifications, and  
14 improvements to the Day Care Portion which shall thereafter comprise part thereof and  
15 be subject to the provisions of this Sublease Agreement. Such additions, modifications  
16 and improvements shall not in any way damage the Day Care Portion or cause the Day  
17 Care Portion to be used for purposes other than those authorized under this Sublease.  
18 No modification shall be made to that portion of the PROPERTY outside of the Day  
19 Care Portion.

20 B. Lien. SUBLESSEE shall not create, incur, assume, or suffer to exist any  
21 mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property  
22 for labor or materials furnished in connection with any additions, modifications,  
23 improvements, repairs, renewals, or replacements made by SUBLESSEE pursuant to  
24 this Section. SUBLESSEE shall promptly at its own expense, take such action as may  
25 be necessary to duly discharge or remove any such mortgage, pledge, lien, charge,  
26 encumbrance or claim, for which it is responsible.

27 C. Equipment. SUBLESSEE may, at its own expense, install or permit to be  
28 installed other items of equipment or other personal property in or upon the Day Care

1 Portion. All such items shall remain the sole property of SUBLESSEE, in which  
2 DISTRICT and COUNTY shall have no interest, and may be modified or removed by  
3 SUBLESSEE at any time, provided that SUBLESSEE shall repair and restore any and  
4 all damage to the Day Care Portion resulting for the installation, modification or removal  
5 of such items.

6 D. Modification ownership. Upon termination, or expiration of the Term of  
7 this Sublease Agreement, all additions, modifications and improvements to the Day  
8 Care Portion shall become property of COUNTY subject to the terms and conditions of  
9 the Master Lease. Both DISTRICT and COUNTY reserve the right to require  
10 SUBLESSEE to remove all or some of the modifications made to the Day Care Portion  
11 and to have the Day Care Portion returned to the same condition as originally occupied  
12 by SUBLESSEE.

13 **Section 6. Access to the Property**

14 A. Access. SUBLESSEE agrees that DISTRICT shall have the right at all  
15 reasonable times to enter upon and to examine and inspect the Day Care Portion or any  
16 portion thereof. SUBLESSEE further agrees that DISTRICT shall have such rights of  
17 access to the Day Care Portion or any portion thereof as may be reasonably necessary  
18 to cause the proper maintenance of the Day Care Portion in the event of failure by  
19 SUBLESSEE to perform its obligations hereunder.

20 B. COUNTY Access. The COUNTY may visit the Property for the purpose of  
21 reviewing the uses being conducted at the Property by DISTRICT and SUBLESSEE.  
22 The COUNTY shall provide at least 24 hours notice to the DISTRICT and the DISTRICT  
23 shall provide this same notice to the SUBLESSEE prior to visit which shall be done  
24 during normal business hours.

25 C. Other Access. SUBLESSEE agrees that DISTRICT shall have access  
26 and right to use rented space as outlined in this Sublease Agreement for purposes of  
27 special events or community activities when Day Care Center is not being used by  
28



1 SUBLESSEE. DISTRICT agrees that it will be responsible for the safety and security  
2 of SUBLESSEE's property, and responsible for any and all damage caused to the facility  
3 in the event that the Day Care Portion is being used for those special events or  
4 communities activities.

5 **Section 7. Event of Default**

6 A. Event of Default. Any one or more of the following events shall constitute  
7 an Event of Default of this Sublease Agreement.

8 1. Failure by SUBLESSEE to pay any Lease Payment or  
9 other payment required to be paid hereunder.

10 2. Use of said Day Care Portion outlined in this  
11 Sublease Agreement for purpose other than a child day care facility.

12 3. Failure by SUBLESSEE to perform its obligations  
13 under this Sublease Agreement.

14 4. Violation of any provision of the Master Lease as it  
15 relates to the SUBLESSEE's use of the Day Care Portion.

16 B. Notice. Upon any such failure, DISTRICT shall serve upon SUBLESSEE  
17 written notice specifying such failure and requesting that SUBLESSEE remedy the  
18 failure within thirty (30) days of SUBLESSEE'S receipt of the notice. If in its reasonable  
19 opinion SUBLESSEE can remedy its failure, but not within such thirty (30) day period,  
20 SUBLESSEE shall provide DISTRICT with written notice of this, and the parties shall  
21 confer and agree upon a reasonable time for the SUBLESSEE to remedy the failure.  
22 No Event of Default should be deemed to occur under this Sublease Agreement where  
23 SUBLESSEE has commenced action to cure the failure within the 30-day period.

24 C. Other Remedies. Whenever any Event of Default shall occur, District may  
25 exercise any and all remedies available pursuant to law or granted pursuant to this  
26 Sublease Agreement.

27 ///

1 **Section 8. Termination or Abatement Due to Eminent Domain**

2 A. Eminent Domain. If the Property, in whole or in part, shall be taken under  
3 the power of eminent domain or sold to a government threatening to exercise the power  
4 of eminent domain, this Sublease Agreement shall terminate as of the day possession  
5 shall be so taken, upon such termination, SUBLESSEE shall not be obligated to pay  
6 DISTRICT any Lease Payments for any period after the day of possession.

7 B. Partial Eminent Domain. If less than all of the Property shall be taken  
8 under the power of eminent domain, SUBLESSEE, in its discretion, may elect to  
9 continue in full force and effect this Sublease Agreement with respect to the portion of  
10 the Property that is not taken. In such a case, the Lease Payments should be prorated  
11 in an amount to be determined by the parties, such that the resulting Lease Payments  
12 represent fair consideration for the use, and occupancy of the remaining usable portion  
13 of the Property.

14 **Section 9. Rent Abatement Due to Damage or Destruction**

15 The amount of Lease Payments shall be abated during any period in which by  
16 reason of damage or destruction (other than by eminent domain which is hereinbefore  
17 provided for) there is substantial interference with the use and occupancy by  
18 SUBLESSEE of the Property or any portion thereof. The amount of such abatement  
19 shall be agreed upon by SUBLESSEE and DISTRICT such that the resulting Lease  
20 Payments represent fair consideration for the use and occupancy of the portions of the  
21 Property not damaged or destroyed. Such abatement shall continue for the period  
22 commencing with such damage or destruction and ending with the substantial  
23 completion of the work of repair or reconstruction. In the event of any such damage or  
24 destruction, SUBLESSEE, at its discretion, may terminate this Sublease Agreement.  
25 Upon such termination, SUBLESSEE shall not be obligated to pay DISTRICT any  
26 Lease Payments for any period after the day of possession.

1 **Section 10. No Remedy Exclusive**

2 No remedy herein conferred upon or reserved to the parties is intended to be  
3 exclusive and every such remedy shall be cumulative and shall be in addition to every  
4 other remedy given under this Sublease Agreement or not or hereafter existing at law or  
5 in equity.

6 **Section 11. Insurance** Without limiting or diminishing the SUBLESSEE's  
7 obligation to indemnify or hold the DISTRICT harmless, SUBLESSEE shall procure  
8 and maintain or cause to be procured and maintained, at no cost to the DISTRICT, the  
9 following insurance coverages during the term of this SUBLEASE.

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

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

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

9 D. General Insurance Provisions - All lines:

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

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

25 3. SUBLESSEE shall cause SUBLESSEE's insurance  
26 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
27 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
28

1 coverage as required herein, and 2) if requested to do so orally or in writing by the  
2 County Risk Manager, provide original Certified copies of policies including all  
3 Endorsements and all attachments thereto, showing such insurance is in full force and  
4 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant  
5 of the insurance carrier(s) that should any of the above described policies be cancelled  
6 before the expiration date thereof, notice will be delivered in accordance with the policy  
7 provisions. In the event of a material modification, cancellation, expiration, or reduction  
8 in coverage, this SUBLEASE shall terminate forthwith, unless the DISTRICT receives,  
9 prior to the effective date of such material change, another properly executed original  
10 Certificate of Insurance and original copies of endorsements or certified original  
11 policies, including all endorsements and attachments thereto evidencing coverage's set  
12 forth herein and the insurance required herein is in full force and effect. SUBLESSEE  
13 shall not commence operations until the DISTRICT has been furnished original  
14 Certificate (s) of Insurance and certified original copies of endorsements and if  
15 requested, certified original policies of insurance including all endorsements and any  
16 and all other attachments as required in this Section. An individual authorized by the  
17 insurance carrier to do so shall sign the original endorsements for each policy and the  
18 Certificate of Insurance on its behalf.

19                   4. It is understood and agreed to by the parties hereto that the  
20 SUBLESSEE's insurance shall be construed as primary insurance as defined in this  
21 section for general liability purposes only, and the DISTRICT's insurance and/or  
22 deductibles and/or self-insured retention's or self-insured programs shall not be  
23 construed as contributory except as outlined in Section 11 item D-5.

24                   5. Notwithstanding Section 11 item D above, the DISTRICT  
25 shall be the primary insurance carrier for the building and structure during the term of  
26 this SUBLEASE provided SUBLESSEE pays the DISTRICT's insurance deductible not  
27 to exceed FIFTY THOUSAND DOLLARS (\$50,000) in the event damage to the  
28

1 PROPERTY was caused by acts or omissions of SUBLESSEE. At the time the facility  
2 transfers ownership as defined in section 1, the DISTRICT'S insurance obligation will  
3 terminate. Proof of insurance shall be furnished to the SUBLESSEE annually. A  
4 program of self-insurance shall satisfy this insurance requirement.

5           6. If, during the term of this SUBLEASE or any extension  
6 thereof, there is a material change in the scope of services; or, there is a material  
7 change in the equipment to be used in the performance of the scope of work which will  
8 add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the  
9 term of this SUBLEASE, the DISTRICT reserves the right to adjust the types of  
10 insurance required under this SUBLEASE and the monetary limits of liability for the  
11 insurance coverage's currently required herein, if; in the County Risk Manager's  
12 reasonable judgment, the amount or type of insurance carried by the SUBLESSEE has  
13 become inadequate.

14           7. SUBLESSEE shall pass down the insurance obligations  
15 contained herein to all tiers of sublessees working under this SUBLEASE.

16           8. SUBLESSEE agrees to notify DISTRICT of any claim by a  
17 third party or any incident or event that may give rise to a claim arising from the  
18 performance of this SUBLEASE.

19  
20 **Section 12. INDEMNIFICATION**

21 SUBLESSEE shall indemnify and hold harmless the County of Riverside, its Agencies,  
22 Districts, Special Districts and Departments, their respective directors, officers, Board of  
23 Supervisors, elected and appointed officials, employees, agents and representatives  
24 from any liability whatsoever, based or asserted upon any act or omission of  
25 SUBLESSEE, its officers, employees, subcontractors, agents or representatives arising  
26 out of or in any way relating to or in any way connected with the leased premises or this  
27  
28

1 Agreement, including but not limited to property damage, bodily injury, or death or any  
2 other element of any kind or nature whatsoever. SUBLESSEE shall defend, at its sole  
3 expense, all costs and fees including, but not limited, to attorney fees, cost of  
4 investigation, defense and settlements or awards, the County of Riverside, its Agencies,  
5 Districts, Special Districts and Departments, their respective directors, officers, Board of  
6 Supervisors, elected and appointed officials, employees, agents and representatives in  
7 any claim or action based upon such alleged acts or omissions.

8 With respect to any action or claim subject to indemnification herein by SUBLESSEE,  
9 SUBLESSEE shall, at their sole cost, have the right to use counsel of their own choice  
10 and shall have the right to adjust, settle, or compromise any such action or claim without  
11 the prior consent of COUNTY; provided, however, that any such adjustment, settlement  
12 or compromise in no manner whatsoever limits or circumscribes SUBLESSEE'S  
13 indemnification to COUNTY as set forth herein.

14 SUBLESSEE'S obligation hereunder shall be satisfied when SUBLESSEE has provided  
15 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for  
16 the action or claim involved. The specified insurance limits required in this Agreement  
17 shall in no way limit or circumscribe SUBLESSEE'S obligations to indemnify and hold  
18 harmless the COUNTY herein from third party claims.

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

23 **Section 13. Defense and Indemnification**

24 A. **Indemnification.**

25 1. To the extent permitted by law, SUBLESSEE shall defend,  
26 indemnify, and hold harmless DISTRICT and its officers, employees, agents,  
27 successors, Board of Directors, and assigns from any liability whatsoever, based or  
28

1 asserted upon any services and/or actions of SUBLESSEE, its officers, employees,  
2 subcontractors, agents or representatives arising out of or in any way relating to this  
3 Sublease Agreement, including but not limited to property damage, bodily injury, death  
4 or any other element of any kind or nature whatsoever arising from the performance of  
5 the SUBLESSEE and/or its officers, employees, or agents including SUBLESSEE'S  
6 performance of or lack of performances of any of its obligations under this Sublease  
7 Agreement; or the use, presence, storage, disposal, or release by SUBLESSEE of any  
8 Hazardous Substances on or about the Property.

9           2. To the extent permitted by law, DISTRICT shall defend, indemnify,  
10 and hold harmless SUBLESSEE and its officers, employees, agents, successors, Board  
11 of Directors, and assigns from any liability whatsoever, based or asserted upon any  
12 services and/or actions of DISTRICT, its officers, employees, subcontractors, agents or  
13 representatives arising out of or in any way relating to this Sublease Agreement,  
14 including but not limited to property damage, bodily injury, death or any other element of  
15 any kind or nature whatsoever arising from the performance of the DISTRICT and/or its  
16 officers, employees, or agents including DISTRICT'S performance of or lack of  
17 performances of any of its obligations under this Sublease Agreement; or the use,  
18 presence, storage, disposal, or release by DISTRICT of any Hazardous Substances on  
19 or about the Property.

20           B. Limitation on Liabilities. This indemnification shall not be required for such  
21 liabilities, claims, demands, costs and expenses that directly result from criminal acts,  
22 gross negligence or willful misconduct by District and its officers, employees, agents,  
23 successors.

24           C. Obligations. The specified insurance limits required in the Sublease  
25 Agreement shall in no way limit or circumscribe SUBLESSEE'S obligations to indemnify  
26 and hold harmless the DISTRICT herein from third party claims.

27 ///



1 **Section 14. Advertising**

2 SUBLESSEE shall not use the DISTRICT'S name or logo in any descriptive or  
3 promotional literature or communication of any kind without the DISTRICT'S prior  
4 consent.

5 **Section 15. General Provisions**

6 A. Entire Agreement. This Sublease Agreement constitutes the entire  
7 agreement and understanding between the parties. There are no oral understandings,  
8 terms, or conditions, and no party has relied upon any representation, express or  
9 implied, not contained in this Sublease Agreement. Any prior understandings, terms, or  
10 conditions are deemed merged into the Sublease Agreement. This Sublease  
11 Agreement is intended as the complete and exclusive statement of the parties'  
12 agreement pursuant to Code of Civil Procedure section 1856.

13 B. Applicable Law and Venue. This Sublease Agreement, and the rights and  
14 obligations of the parties, shall be governed by and construed in accordance with the  
15 laws of the State of California. If any action is instituted to enforce or interpret this  
16 Sublease Agreement, venue shall only be in the appropriate state or federal court  
17 having venue over matters arising in Riverside County, California, provided that nothing  
18 in the Sublease Agreement shall constitute a waiver of immunity to suit by  
19 SUBLESSEE.

20 C. Interpretation. The provisions of this Sublease Agreement shall be  
21 construed in all cases as a whole, according to their fair meaning, and not strictly for or  
22 against any party.

23 D. Amendment. This Sublease Agreement cannot be changed or  
24 supplemented orally, and may be modified or superseded only in written form executed  
25 by all parties.

26 E. Severability. If any term or provision of this Sublease Agreement is held  
27 by a court of competent jurisdiction to be void, illegal, or unenforceable for any reason,  
28

1 this Sublease Agreement shall remain in full force and effect and shall be interpreted as  
2 though such term or provision was not a part of this Sublease Agreement. The  
3 remaining provisions shall be construed to preserve the intent and purpose of this  
4 Sublease Agreement, and the parties shall negotiate in good faith to modify any  
5 invalidated provisions to preserve each party's anticipated benefits.

6 F. Waiver. Any failure by a party to comply with any covenant, term, or  
7 condition of this Sublease Agreement may be waived in writing by the party in whose  
8 favor such covenant, term, or condition runs. No waiver by a party of any covenant,  
9 term, or condition of this Sublease Agreement shall be deemed or constitute a waiver of  
10 any other provision of this Sublease Agreement, nor shall any waiver constitute a  
11 continuing waiver unless otherwise expressly provided in writing. A party's failure to  
12 insist upon strict compliance with or to enforce any covenant, term, or condition for this  
13 Sublease Agreement shall not constitute a waiver of or estoppel with respect to, the  
14 covenant, term, or condition.

15 G. Assignment and Transfer. SUBLESSEE shall not assign or transfer any  
16 or all of the its rights, burdens, duties, or obligations under this Sublease Agreement.

17 H. Notices. All notices or other communications required or permitted under  
18 this Sublease Agreement, unless otherwise stated, shall be deemed duly given if in  
19 writing and delivered personally or sent by a reputable overnight courier services (with  
20 packaging tracking capability) or certified mail, return receipt requested, first class  
21 postage prepared, addressed as follows:

22  
23 Valley-Wide Recreation & Park District Child Development Centers  
24 Attn: Jeffrey Leatherman Attn: Jason D. Gurahoo  
25 901 W. Esplanade Ave. 4340 Stevens Creek Blvd, Suite 260  
26 San Jacinto, CA 92582 San Jose, CA 95129

27 Any notice so given shall be considered served on the other Party three (3)  
28 days after deposit in the U.S. mail, first class postage paid, return receipt requested,

1 and addressed to the Party at its applicable address. Actual notice shall be deemed  
2 adequate on the date actual notice occurred regardless of method of service. A party  
3 may change its designated representative and/or address for the purpose of receiving  
4 notices and other communications under this Sublease Agreement by giving written  
5 notice of such change in the manner prescribed above to the other party.

6 I. Binding Effect. This Sublease Agreement is for the benefit of and shall be  
7 binding on the parties and their respective predecessors, successors, Board of  
8 Directors, principals, officers, employees, agents, representative, and assigns. Nothing  
9 contained in this Sublease Agreement shall be deemed to create any contractual  
10 relationship between SUBLESSEE and any third party, nor shall anything contained in  
11 this Sublease Agreement be deemed to give any third party any claim or right of action  
12 against SUBLESSEE.

13 J. Authority to Sign. Each person executing this Sublease Agreement on  
14 behalf of a party represents and warrants that he or she represents and is authorized to  
15 execute and commit to this Sublease Agreement on behalf of and to fully bind such  
16 party.

17 K. District's Authority. This Sublease Agreement shall be subject to approval  
18 by the DISTRICT Board of Directors.

19 L. Attorney's Fees. In the event of litigation between SUBLESSEE and  
20 DISTRICT to enforce any provisions of this Sublease Agreement or any right of either  
21 party hereto, the unsuccessful party to such litigation agrees to pay to the successful  
22 party all costs and expenses, including reasonable attorneys' fees and costs, incurred  
23 therein by the successful party, all of which shall be included in and as part of the  
24 judgment rendered in such litigation.

25 M. County Approval Required. This Sublease is subject to the Master Lease.  
26 SUBLESSEE shall be required to submit this Sublease Agreement to the COUNTY for  
27 approval as to form and SUBLESSEE shall submit all required documentation  
28

1 pertaining to this transaction to DISTRICT and the COUNTY prior to entering into this  
2 Sublease Agreement. This Sublease Agreement shall not take effect between  
3 DISTRICT and SUBLESSEE without the written consent of the COUNTY being first  
4 obtained, which consent shall not be unreasonably withheld.


5  
6 **[SIGNATURES ON THE FOLLOWING PAGE]**  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1           **IN WITNESS WHEREOF**, the parties have hereunto executed this  
2 Sublease Agreement as of the day and year hereinafter, which shall be and is the  
3 effective date of this Sublease Agreement.

4 Dated: \_\_\_\_\_

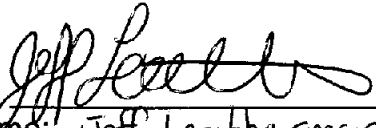
**SUBLESSEE:**

**CHILD DEVELOPMENT CENTERS**  
(Sublessee)

By:   
Name: Jason D Guratow  
Title: CFD/MANAGER

**SUBLESSOR:**

**VALLEY-WIDE RECREATION & PARK DISTRICT**  
**REGARDING THE MARION V. ASHLEY**  
**COMMUNITY CENTER**

By:   
Name: Jeff Leatherman  
Title: General Manager

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CONSENT TO SUBLEASE:**

**COUNTY OF RIVERSIDE**, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Bob Buster, Chairman  
Board of Supervisors

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

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

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

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

**Exhibit "A"**

Depiction of Property

[Please see attached]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28





**Exhibit "B"**

Depiction of Day Care Portion

[Please see attached]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

111 S. Main Street  
 Suite 200  
 Phoenix, AZ 85004  
 602.258.8800  
 www.mhfi.com



**ROOM LEGEND**  
 001-002-003-004-005-006-007-008-009-010-011-012-013-014-015-016-017-018-019-020-021-022-023-024-025-026-027-028-029-030-031-032-033-034-035-036-037-038-039-040-041-042-043-044-045-046-047-048-049-050-051-052-053-054-055-056-057-058-059-060-061-062-063-064-065-066-067-068-069-070-071-072-073-074-075-076-077-078-079-080-081-082-083-084-085-086-087-088-089-090-091-092-093-094-095-096-097-098-099-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

"Exhibit B"  
 Includes test lot  
 near room 125 in  
 fenced area

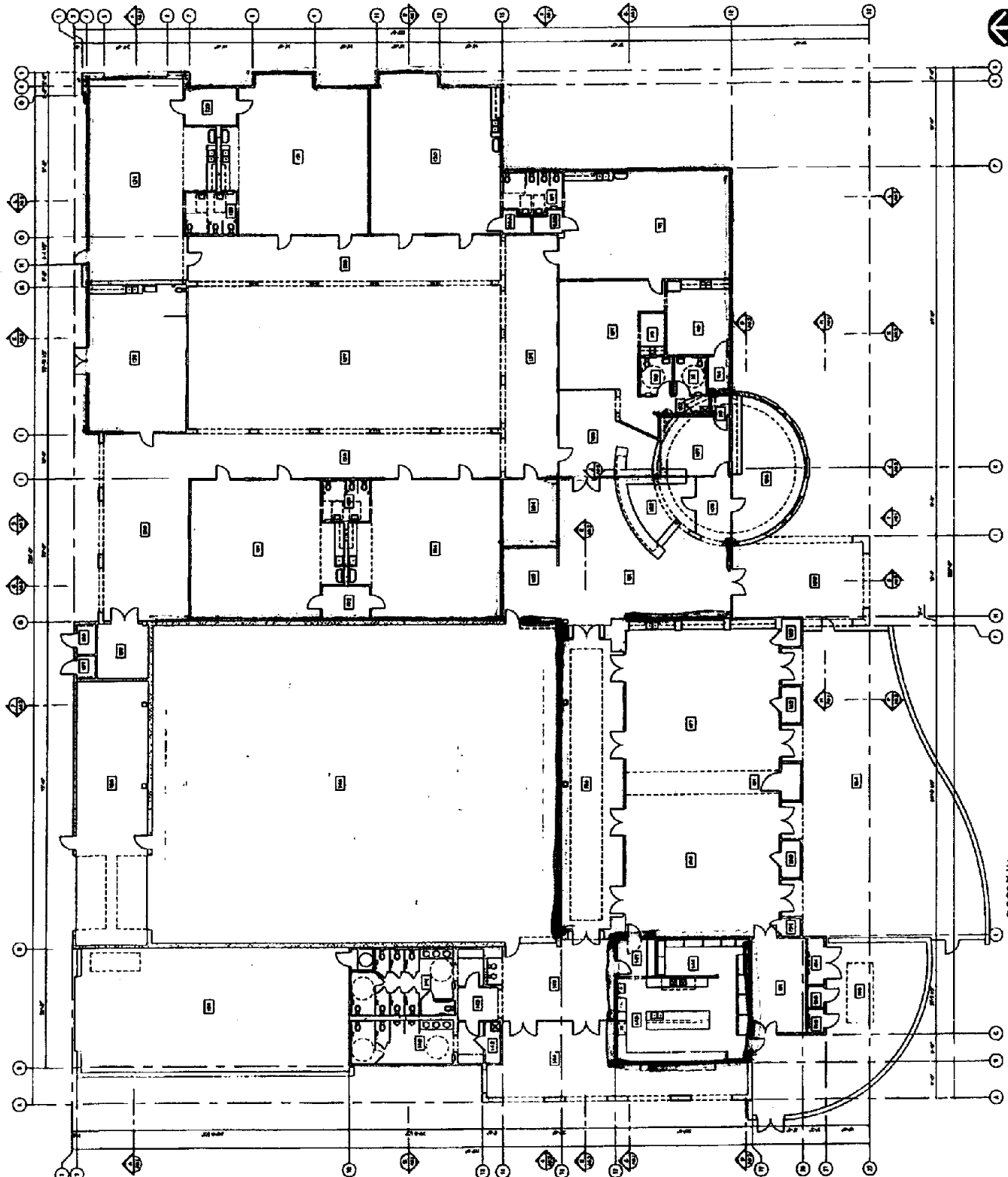
Includes common  
 area access

DESIGN DEVELOPMENT  
 REVISIONS

DESIGN DEVELOPMENT  
 REVISIONS

DESIGN DEVELOPMENT  
 REVISIONS

FLOOR PLAN  
 JOB NO. 234567 SHEET  
 DRAWN BY: ABC CHECKED BY: DEF  
 DATE: 01-15-2020



FLOOR PLAN

NOT FOR CONSTRUCTION