



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



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
5/10/2011

SUBJECT: Approval of Second Amendment of Ground Lease between Riverside County Regional Park and Open-Space District and Antonio Ruiz

RECOMMENDED MOTION: That the Board of Directors approves and:

1. Authorizes the Second Amendment of the Ground Lease between the Riverside County Regional Park and Open-Space District (District) and Antonio Ruiz (Lessee);
2. Authorizes the Chairman to execute four (4) copies of the Second Amendment of the Ground Lease;
3. Directs the Clerk of the Board to return three (3) executed copies of the Second Amendment of the Ground Lease to the District for further processing; and
4. Authorizes the General Manager, or designee, to perform all duties necessary to administer the Lease Agreement.

BACKGROUND: The District is entering into a Second Amendment of the Ground Lease with Antonio Ruiz, as assignee to Jeff and Ossie Torgrimson and Lessee. The premises leased are located within the Jones Ranch in the Jurupa area of Riverside County, California, and consist of approximately 12.39 acres of land, APN 181-220-005. The amended term of the Lease Agreement is for a period of one (1) year commencing on June 1, 2011. This Lease Agreement shall automatically renew each year, not to exceed 5 years, unless terminated pursuant to the terms of the Lease.

2011-033D -EC

Scott Bangle, General Manager

FINANCIAL
DATA
N/A

Current F.Y. Total Cost: \$
 Current F.Y. Net County Cost: \$
 Annual Net County Cost: \$

In Current Year Budget:
 Budget Adjustment:
 For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 5-10-11
Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Consent Policy
 Consent Policy

Prev. Agn. Ref.: 8/10/2010 M.O 13.2, 1/26/10 M.O 13.1, 6/2/09 M.O 13.2

District: II

Agenda Number:

DISTRICT
13.2

SECOND AMENDMENT OF GROUND LEASE

THIS SECOND AMENDMENT OF GROUND LEASE ("2nd Amendment"), dated as of _____, is entered into by and between Riverside County Regional Park and Open-Space District ("District"), a park and open-space district, and Antonio Ruiz, a sole proprietor, ("Lessee"), the assignee and successor in interest to Jeff and Ossie Torgrimson.

Recitals

A. District, as Lessor, and Jeff and Ossie Torgrimson, as Lessee, executed a certain Ground Lease dated as of June 2, 2009, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Ground Lease for a term of one year with option to renew for additional one year terms, commencing on June 1, 2009 and ending May 31, 2010, subject to earlier termination as provided in the Lease.

B. The Original Lease has been amended by that certain First Amendment to Ground Lease dated January 26, 2010, by and between Jeff and Ossie Torgrimson and District, ("First Amendment"), whereby the parties amended, among other things, the term period and extended the lease until May 31, 2011.

C. The Original Lease was assigned by Jeff and Ossie Torgrimson, as Assignor, assigned and transferred to Antonio Ruiz, as Assignee and Lessee, all rights, title, and interest in the Lease by executing an Assignment of Ground Lease dated August 10, 2010.

D. The Original Lease, together with the previous amendment, assignment and this 2nd Amendment as heretofore, currently, or hereafter amend, shall hereafter be referred to as the "Lease".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, District and Lessee hereby agree as follows:

Agreement

Section 1. Term. Section 3 of the Lease shall be amended as follows:

The term of the Lease is for a period of one (1) year, with the option to renew each year, not to exceed 5 years. This Lease shall automatically renew each year unless terminated earlier pursuant to the terms of the Lease or by agreement of the parties.

Section 2. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Lessor shall not be bound by this Second Amendment until Lessor has executed and delivered this Second Amendment to Lessee, notwithstanding Lessee's execution and delivery of this Second Amendment to Lessor. Time is of the essence in this Second Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee.

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Subject: Second Amendment of Ground Lease Jones Ranch (Rancho Jurupa Area)
Parties: Riverside County Regional Park & Open Space District and Antonio Ruiz
APN: 181-220-005

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

LESSEE:

ANTONIO RUIZ

By: *Antonio Ruiz*
Antonio Ruiz

LESSOR:

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: _____
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL
Pamela J. Walls

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