



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



938

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
June 6, 2013

SUBJECT: Water Well Lease Termination Agreement and Surrender of Leasehold – DISTRICT 2/2

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the attached Termination Agreement between Riverside County Regional Park and Open-Space District (District) and the Western Riverside County Regional Wastewater Authority;
2. Authorize the Chairman of the Board to execute four (4) copies of the Termination Agreement on behalf of the Riverside County Regional Park and Open-Space District; and
3. Direct the Clerk of the Board to return three (3) executed copies of these documents to the Riverside County Regional County Park and Open-Space District for transmittal and filing.

BACKGROUND: On August 18, 1969, the Board authorized a long term lease (Lease – DACW09-1-70-21 Unit A-103) between the U.S. Army Corp of Engineers (ACOE) and the Riverside County Parks Department (now Riverside County Regional Park and Open-Space District) for the management of approximately 1,714 acres of land consisting of multiple parcels within the Santa Ana River Corridor.

(continued on page 2)

Scott Bangle, General Manager

2013-029D MB/EC

**FINANCIAL
DATA
N/A**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:
Annual Net County Cost:	\$ 0	For Fiscal Year:

SOURCE OF FUNDS:

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Alex Gann

- Consent
- Policy
- Consent
- Policy

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

2013 JUN 18 PM 5:31
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: M.O.13.1, 01/04/05 | District: 2/2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13-2

Δ

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 6-12-13
Cynthia M. Gunzel
Departmental Concurrence

SUBJECT: Water Well Lease Termination Agreement and Surrender of Leasehold –
DISTRICT 2/2

BACKGROUND:

The land was collectively referred to as the Prado Regional Park. As consideration for the Lease with ACOE, Riverside County Regional Park and Open-Space District was given and retains authority to operate and maintain the leased premises for the benefit of the general public.

A portion of the ACOE leased land was developed in the 1970's as part of Riverside County Regional Park and Open-Space District's Prado Regional Park. The developed area consisted of three parcels. One parcel owned by the Riverside County Regional Park and Open-Space District and two included as part of the lease/managed land with the ACOE. As part of this development, a water well was developed on the land with Assessor's Parcel Number 130-050-003.

On January 4, 2005, by Minute Order 13.1, the Board authorized a long term lease between the Western Riverside County Regional Wastewater Authority (Lessee) and Riverside County Regional Park and Open-Space District (Lessor) for use of the water well on the referenced parcel. The lease entitled the Lessee rights to water from the well for its then new waste treatment plant in consideration for the refurbishment, upgrade, operation and maintenance of the well.

Recent expanded residential growth in the vicinity of the waste treatment facility afforded the Lessee the opportunity to connect a domestic water service to the treatment plant. Pursuant to the Lease, the Lessee notified the Lessor of its desire to connect to domestic water service and intent to terminate its agreement with the Lessor. Such notice by the Lessee is consistent with the termination clause in its Lease with the Lessor. The parties desire to enter into the Termination Agreement and Surrender of Leasehold to finalize the termination and clear title to the real property subject to this Water Well Lease.

The Termination Agreement and Surrender of Leasehold has been reviewed and approved as to form by County Counsel.

WATER WELL LEASE TERMINATION AGREEMENT

THIS WATER WELL LEASE TERMINATION AGREEMENT ("Agreement") is made as of _____ between the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, ("Lessor") and Western Riverside County Regional Wastewater Authority, a public agency ("Lessee").

Recitals

A. Lessor and Lessee entered into that certain Water Well Lease Agreement (Lease), concerning a water well located on certain real property, with Assessor's Parcel Number 130-050-003, including any improvements then or later constructed (collectively "Leased Property"), as shown on Location Map as Exhibit "A", attached hereto and by this reference incorporated herein, which was recorded on January 28, 2005, Instrument Number 2005-0080106, of the Official Records of the County Recorder for County of Riverside, California; and

B. Pursuant to Section 8 of the Lease, Lessor received a notice of termination letter dated January 23, 2013 whereby termination would be effective upon the thirtieth day of said notice; and

C. In order to dispense with any matters that may affect the title to the real property associated with the Leased Property, the Lease or otherwise, Lessor and Lessee desire to enter into this Agreement to clear all such matters, including but not limited to the record title to the real property on the terms and conditions in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

Section 1. Termination of Lease. Lessor and Lessee agree to terminate the Lease effective as of February 22, 2013, subject to the fulfillment of the following conditions:

(a) Lessee agrees to pay Lessor any amounts outstanding and due by Lessee to the Lessor at the time of the notice of termination dated January 23, 2013 was received by Lessor. A final accounting for any such amounts due shall be provided to Lessee in writing. If any amounts are due, payment shall be made within thirty (30) days of Lessee's receipt of the final accounting;

(b) Lessee shall immediately upon execution of this Agreement surrender possession of the Leased Property, including any tenant improvements constructed by Lessee during Lessee's tenancy; and

(c) Concurrent with the execution of this Agreement, Lessee shall execute, acknowledge and deliver to Lessor in a recordable form, the Surrender of Water Well

Leasehold, attached as Exhibit "B" hereto and by this reference incorporated herein, conveying to Lessor all rights, title, and interest Lessee may have in the Lease, the Leased Property and the real property associated with the Leased Property.

Section 2. Mutual Release

(a) Except as set forth in Section 2(b), Lessor and Lessee discharge and release each other and their agents, contractors, officials, officers, directors, and employees from any actions, causes of action, claims and demands, costs, losses, and expenses and compensation related in any way to injuries resulting, now or later, from any negligent acts or omissions of the other party. Lessor and Lessee represent and warrant that they have not sold, assigned, or otherwise transferred any of the claims released by this Agreement.

(b) Each party agrees to indemnify and hold harmless the other party from any claims and demands, costs, loss of services, expenses, and compensation in any way to have occurred or caused by the indemnifying party during the term of the Lease and arising out of the negligent acts, errors or omissions of the indemnifying party to the extent such indemnification obligations were imposed and provided in Section 10 of the Lease.

(c) Each party agrees that all rights under Civil Code § 1542 and under any other applicable, similar law are expressly waived. Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(d) Each party represents and warrants to the other party that the party has read and understood the Agreement with the releases and indemnification provisions and that each party has had the legal effect of this Agreement explained by competent legal counsel of that party's own choice and that each party is executing this Agreement of that party's own free will.

Section 3. Acceptance of Surrender. Lessor accepts the surrender of the Leased Property by Lessee and acknowledges that the Leased Property is in good condition and repair and that Lessee shall have no liability with respect to the condition of the Leased Property.

Section 4. Assignment. Lessee represents and warrants that Lessee has made no assignment, sublease, transfer, or other disposition of the Lease, any interest in the Lease, or any demand, obligation, liability, or cause of action arising out of the Lease.

Section 5. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement by any party, the prevailing party shall be entitled to recover reasonable

attorney's fees and other costs and expenses incurred in connection with that legal action.

Section 6. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the matters covered in this Agreement. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Agreement.

Section 7. Ambiguities. Each party and its counsel have or had opportunity to have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

Section 8. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

Section 9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all taken together, shall constitute one and the same instrument.

Section 10. Titles. The section titles in this Agreement are used for the convenience of the parties and are not to be taken as part of the instrument or used to interpret this Agreement.

Section 11. Time of Essence. Time is of the essence in this Agreement.

Section 12. Authorization. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Agreement.

Section 13. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

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Section 14. Governing Law and Venue. This Agreement is governed and construed in accordance with California law. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing this Termination shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, the parties have executed on the date first above written.

LESSOR:
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT, a
special district

LESSEE:
WESTERN RIVERSIDE COUNTY
REGIONAL WASTEWATER
AUTHORITY, a public agency

By: _____
Chairman, Board of Directors

By: Jeffrey D. Sims
Jeffrey D. Sims
Administrator

Date: _____

Date: 5/30/13

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

ATTEST:

By: _____
Deputy

By: [Signature]

(SEAL)

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

APPROVED AS TO FORM:

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

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On May 30, 2013 before me, Jean Marie Perry, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Jeffrey Dennis Sims
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~; and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal..

Signature Jean Marie Perry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Water Well Lease Termination Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On May 30, 2013 before me, Jean Marie Perry, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ina Louise Lang
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jean Marie Perry
Signature of Notary Public



Place Notary Seal Above

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Signer's Name: _____

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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

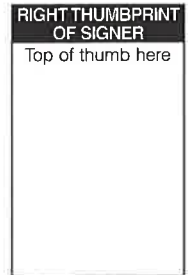
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

[Attach exhibits]

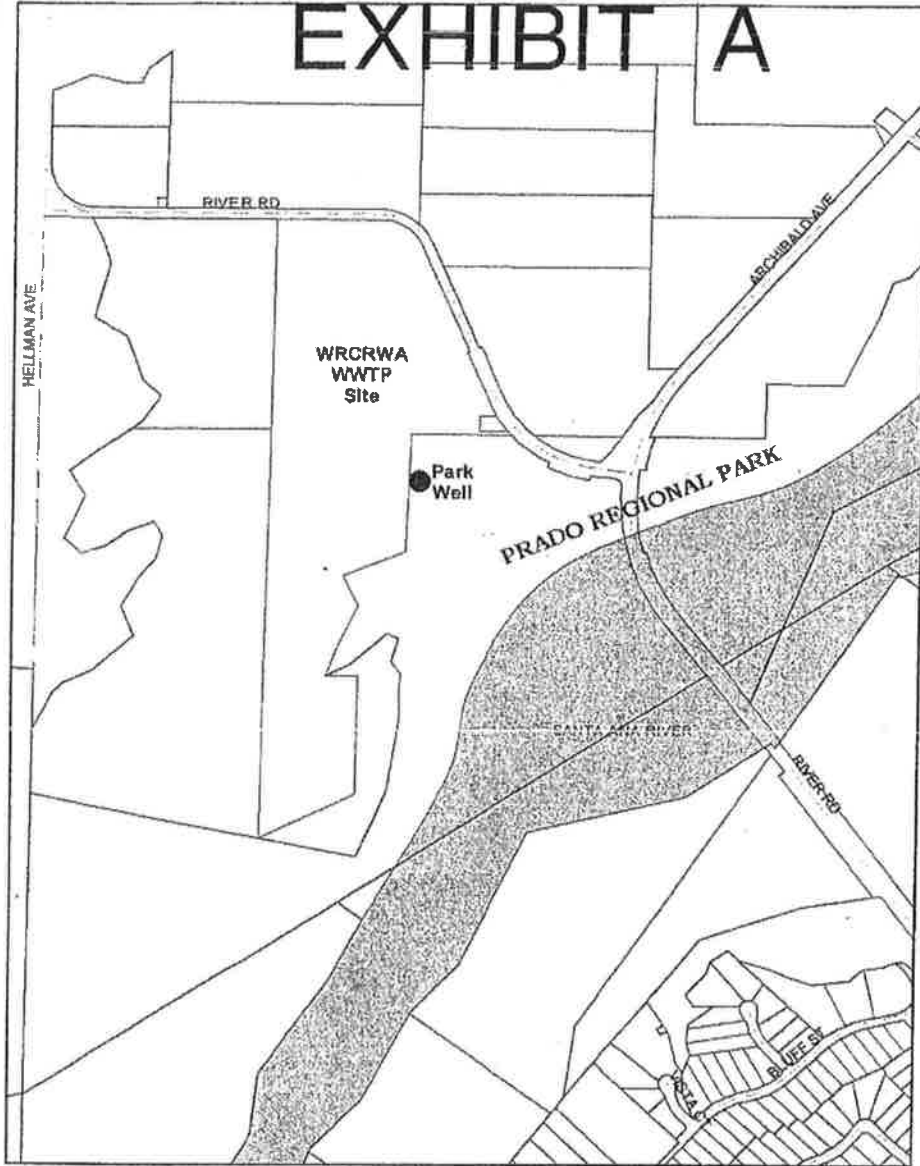
EXHIBIT "A"

Location Map



LOCATION MAP

EXHIBIT A



This map contains GIS information provided by the Riverside County Geographic System. The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. GIS information and information represented on this map is subject to update and modification. The Geographic Information System and other sources should be queried for the most current information.
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h:/autocad/tmxd/AVRCRWA Well site.mxd 6-04-04

EXHIBIT "B"

Surrender of Water Well Leasehold

Recording requested by and when recorded, return to:

Riverside County Regional Park
and Open-Space District
Attn: General Manager
4600 Crestmore Road
Jurupa Valley, CA 92509

With a conformed copy to:

Western Riverside County Regional
Wastewater Authority
c/o Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

No Recording Fee required per Gov. Code Sections 27383 and 6103

SURRENDER OF WATER WELL LEASEHOLD

THIS SURRENDER OF LEASEHOLD ("Agreement") is made as of _____, between Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, ("Lessor") and Western Riverside County Regional Wastewater Authority, a public agency ("Lessee").

Recitals

A. Lessor and Lessee entered into that certain Water Well Lease Agreement (Lease), concerning a water well located on certain real property with improvements then or later constructed (collectively "Leased Property"), as shown on Location Map as Exhibit A, attached hereto and by this reference incorporated herein, which was recorded on January 28, 2005, Instrument Number 2005-0080106, of the official records of the County Recorder for County of Riverside, California; and

B. Lessee desires to surrender Lessee's interest in the Lease, the leasehold estate created, and all rights to the possession of the Property and to release Lessor from Lessor's obligations under the Lease, and Lessor desires to accept this surrender and to release Lessee from Lessee's obligations under the Lease.

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

Section 1. Surrender. Lessee surrenders all rights in, to, or under the Lease, the

leasehold estate created and the real property connected thereto the Lease and agrees to vacate the Leased Property, as of February 22, 2013, and Lessor accepts this surrender and the Leased Property.

Section 2. Mutual Release.

(a) Except as set forth in Section 2(b), Lessor and Lessee discharge and release each other and their agents, contractors, officials, officers, directors, and employees from any actions, causes of action, claims and demands, costs, losses, and expenses and compensation related in any way to injuries resulting, now or later, from any negligent acts or omissions of the other party. Lessor and Lessee represent and warrant that they have not sold, assigned, or otherwise transferred any of the claims released by this Agreement.

(b) Each party agrees to indemnify and hold harmless the other party from any claims and demands, costs, loss of services, expenses, and compensation in any way to have occurred or caused by the indemnifying party during the term of the Lease and arising out of the negligent acts, errors or omissions of the indemnifying party to the extent such indemnification obligations were imposed and provided in Section 10 of the Lease.

(c) Each party agrees that all rights under Civil Code § 1542 and under any other applicable, similar law are expressly waived. Civil Code § 1542 reads as follows:

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(d) Each party represents and warrants to the other party that the party has read and understood the Agreement with the releases and indemnification provisions and that each party has had the legal effect of this Agreement explained by competent legal counsel of that party's own choice and that each party is executing this Agreement of that party's own free will.

Section 3. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

///

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Section 4. Governing Law and Venue. This Agreement is governed by California law. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing this Termination shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

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RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT, a
special district

LESSEE:
WESTERN RIVERSIDE COUNTY
REGIONAL WASTEWATER
AUTHORITY, a public agency

By: _____
Chairman, Board of Directors

By: Jeffrey D. Sims
Jeffrey D. Sims
Administrator

Date: _____

Date: 5/30/13

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

ATTEST:

By: _____
Deputy

By: [Signature]

(SEAL)

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

APPROVED AS TO FORM:

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

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On May 30, 2013 before me, Jean Marie Perry, Notary Public
Date Here Insert Name and Title of the Officer

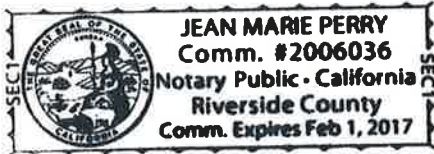
personally appeared Jeffrey Dennis Sims
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jean Marie Perry
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Surrender of Water Well Leasehold Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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Signer Is Representing: _____

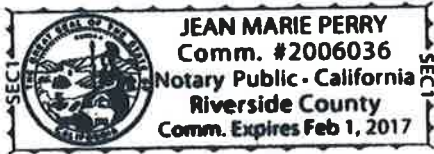
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State of California

County of Riverside

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Date Here Insert Name and Title of the Officer

personally appeared Lina Louise Lang
Name(s) of Signer(s)



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State of California

County of _____

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WITNESS my hand and official seal.

Signature _____

(Seal)

[Attach exhibits, if applicable]