

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 8/16/12
 DATE
 Departmental Concurrence
 CECILIA MUNROE

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

913



SUBMITTAL DATE:
 August 29, 2012

FROM: Economic Development Agency /Facilities Management

SUBJECT: Lease Termination Agreement – Quechan Park

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Termination Agreement, Surrender of Leasehold and Quitclaim Deed and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Find that the termination of the Lease is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

BACKGROUND: (Commences on Page 2)

[Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

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

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Stone
 Date: September 11, 2012
 xc: EDA

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

Prev. Agn. Ref.:

District: 4/4

Agenda Number: 3.17

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

BACKGROUND:

The Riverside County Regional Park & Open Space District (District) is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 27 acres of land, roadway and improvements, commonly known as Quechan Park, (Property), with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007, portion of 833-310-00.

A Memorandum of Understanding (MOU) was entered into on May 23, 2000, acknowledging the importance of pursuing and implementing improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley, by the District and the City of Blythe (City).

An agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, (Lease), whereby City would manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties.

For clarification purposes, while the MOU and the Lease referenced both the County and the District as if each was one contracting party, the District is and was the record owner of the Property, manages and controls the ownership of the Property and was intended as the contracting party to the MOU and Lease. For the sake of dispensing with any matters that may affect the title to the Property involving the MOU, the Lease or otherwise, the Termination Agreement shall serve to clear any title issues for the property in preparation of the District's desire to transfer the Quechan Park.

In contemplation of the District's desire to transfer Quechan Park to the City because of the property being situated in the City of Blythe and the City's desire to manage and provide public property for its residents. The District, County and City desire to enter into this Termination Agreement to provide the terms and conditions for terminating the MOU and Lease. Also, a Surrender of Leasehold and Quitclaim Deed need to be executed and recorded to clear title concerning this property.

Pursuant to the California Environmental Quality Act (CEQA), the Termination Agreement for the Lease was reviewed and determined to be exempt from CEQA under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Termination Agreement to terminate the Lease in order to clear this title issue for the fee simple interest in the real property and is not prompting any physical change on the property by the parties.

The Termination Agreement, Surrender of Leasehold and Quitclaim Deed have been reviewed and approved as to form by County Counsel.

Force, James

From: Gunzel, Synthia
Sent: Friday, August 17, 2012 11:48 AM
To: Force, James
Cc: Munroe, Patricia; Wainwright, Tracy; Dusek, Maria
Subject: Termination Agreement for Quechan Park Property

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT

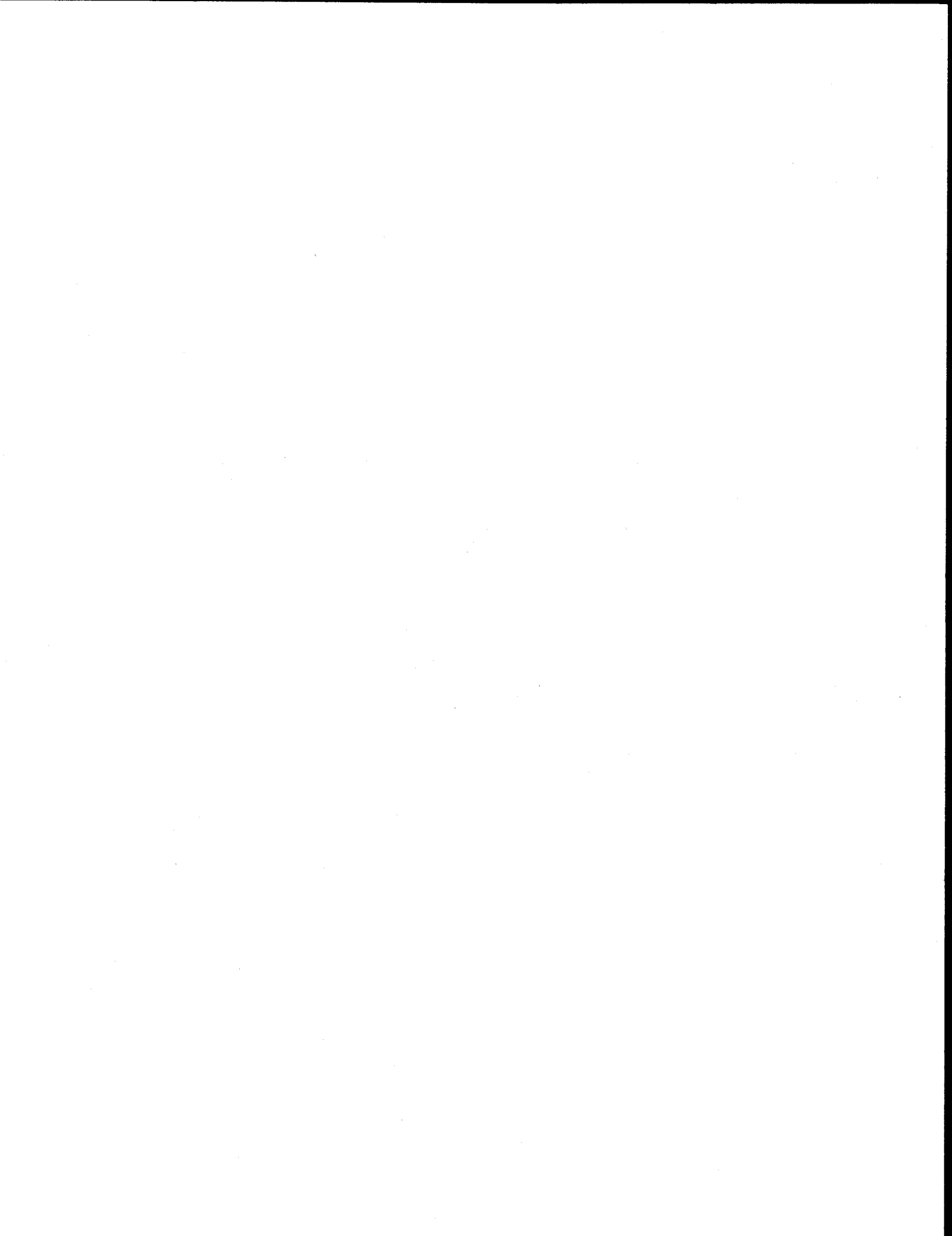
Jim,

I just spoke to Scott Bangle who informed me that the Park District will be setting this item for the September 25th Board Agenda. The County's package is ready to go and can still go forward for the Sept 11th Board date. ~~So Jennifer, urgent does not need to adjust the Form 11 concerning the companion item if the County's goes on the 11th.~~ Just wanted to provide that update so incorrect information was not relayed to the Executive Office. Thank you.

Sincerely,
Synthia M. Gunzel
Deputy County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
(951) 955-6300/FAX (951) 955-6660
smgunzel@co.riverside.ca.us

Information: The County Board of Supervisors adopted a standard 40 hour, four day work week effective July 2011. The Office of County Counsel will be closed every Friday and normal business hours are Monday through Thursday 7:30 AM to 5:00 PM.

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.



Force, James

From: Gunzel, Synthia
Sent: Friday, August 17, 2012 10:02 AM
To: Force, James
Cc: Munroe, Patricia; Wainwright, Tracy
Subject: Form 11 and Termination Agreement for Quechan Park Lease

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT

Jim,

I wanted to let you know that the Form 11 and Termination Agreement with all the exhibits has been approved as to form by Patricia Munroe. I have included the Original document for the County's approval and execution as well as two copies. I spoke with Jennifer Sargent on Thursday regarding how best to submit this item because the County and the Park District are approving on the same Sept 11 Board Agenda date and executing thereafter. It is my understanding that the City is approving it at its Aug 28th Council meeting. She knows that there will be a companion item for the Park District. The one thing I noticed on the Form 11 was that "No" was provided on the "Companion Item on Board Agenda" line. ~~She said to go ahead and submit as is and she can address that and talk to Alex Gann to make certain it is noted properly.~~ This Agreement can be executed in counterparts so the County's package will not include the other originals that will be executed by the Park District and the City. ~~Please make sure to place a cover note to remind Jennifer Sargent of this situation.~~

I will be out of the office for two weeks and will return on Sept 4th. This item needs to get to the Executive Office no later than Wednesday, August 29th. Patricia Munroe's assistant, Tracy Wainwright, will be processing it out of this office and contacting you when it is ready for pick up.

Thank you.

Sincerely,
Synthia M. Gunzel
Deputy County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
(951) 955-6300/FAX (951) 955-6660
smgunzel@co.riverside.ca.us

The County of Riverside has adopted a standard 10 hour, four day work week effective July 1, 2011. The Office of County Counsel will be closed every Friday and normal business hours are Monday through Thursday 7:30am to 5:00pm.

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TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Termination") is hereby entered into by and 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, ("District"), the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"), and the CITY OF BLYTHE, a California municipal corporation, as Lessee ("City"), sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the District is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 27 acres of land, roadway and improvements, commonly known as "Quechan Park", ("Property"), with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007, portion of 833-310-004, more particularly described in the map and document attached as Exhibit "A", and by this reference incorporated herein; and

WHEREAS, that certain Memorandum of Understanding ("MOU") was entered into on May 23, 2000, as shown in Exhibit "B", attached hereto and by this reference incorporated herein, acknowledging the importance of pursuing and implementing improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley, by the District and the City; and

WHEREAS, that certain Agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, ("Lease"), as shown in Exhibit "C", attached hereto and by this reference incorporated herein, whereby the City would manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties; and

WHEREAS, for clarification purposes, while the MOU and the Lease referenced both the County of Riverside and the District as if each was one contracting party, the District is and was the record owner of the Property, manages and controls the ownership of the Property and was intended as the contracting party to the MOU and Lease; and

WHEREAS, for the sake of dispensing with any matters that may affect the title to the Property involving the MOU, the Lease or otherwise, the Termination Agreement shall serve to clear all such matters and will be entered into concurrently with this Agreement between the District, the City and the County of Riverside.

WHEREAS, District and City intend to enter into a certain Transfer Agreement ("Transfer Agreement") that provides the terms and conditions for transferring the Property to the City concurrently with this Termination Agreement. The Transfer Agreement is incorporated herein by this reference; and

WHEREAS, County desires to assign and District desires to assume the MOU and Lease to perform the requisite clean up matters prior to the District transferring the Property to the City; and

WHEREAS, The District, County and City desire to enter into this Termination to provide the terms and conditions for terminating the MOU and Lease; and

WHEREAS, the Parties now desire to terminate the Lease, releasing each other from any and all liability, and for City to have sole possession, management and control of the Property upon recordation of the Surrender of Leasehold and Quitclaim Deed and consummation of transfer of the Property, all in accordance with the terms and conditions in this Termination and in the Transfer Agreement; and

WHEREAS, City has agreed to preserve and continue to improve the Property to further the goals provided within the Lease and own and operate Quechan Park as a public park in a manner consistent and in accordance with the conditions prescribed by the Transfer Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, District, County and City agree as follows:

AGREEMENT

Article I. Assignment and Assumption.

A. County hereby assigns, transfers, and conveys to District all of County's right, title, and interest in and to the Lease together with all of the rents, income, receipts, revenues, issues, profits, prepaid rents, and all other benefits arising or issuing from or out of the Lease, and together with any and all rights that County may have against the City under the Lease. District hereby assumes all of County's right, title, and interest in and to the Lease.

B. County hereby assigns to District all of County's rights and obligations in and to the MOU and all other benefits arising or issuing from or out of the MOU, and together with any and all rights that County may have against the City under the MOU. District hereby assumes all of County's rights and obligations in and to the MOU.

Article II. Termination.

A. Termination of Lease. The Parties hereby agree to terminate the Lease as of the Effective Date of this Termination. The Effective Date of this Termination shall be the date this Termination is fully executed by the Parties. Subject to the terms and conditions in this Termination, the Lease is terminated and of no further legal effect. The Parties intend that all rights and obligations arising out of the Lease are null and void.

B. Termination of MOU. The Parties hereby agree to terminate the MOU as of the Effective Date of this Termination. The Effective Date of this Termination shall be the date this Termination is fully executed by the Parties. Subject to the terms and conditions in this Termination, the MOU is terminated and of no further legal effect. Upon execution of this Termination, the Parties intend that all rights and obligations arising out of the Lease are null and void.

C. In the event that City desires to take action to dispose of the Property, City shall provide prior written notice to District as prescribed in the Transfer Agreement and conveyance documents.

D. Conditions. Prior to or concurrent with the Effective Date of this Lease Termination Agreement, the following conditions shall be satisfied:

1. City shall:

- a. If applicable, City shall provide to District all documents pertaining to any subleases or other agreements, and activities committed, and for any improvements made, at the Property; and
- b. City shall provide notice of the Lease termination to all sub-lessees and occupants or parties present on the Property; and
- c. City shall execute, acknowledge, and deliver to District in a recordable form a Surrender of Leasehold substantially in accordance with the form attached as Exhibit "D," releasing all rights, title, and interest City may have in the Lease and the Leased Premises.

2. County shall:

- a. County shall execute, acknowledge, and deliver to District in a recordable form a Surrender of Leasehold substantially in accordance with the form attached as Exhibit "D," releasing all rights, title, and interest County may have in the Lease and the Leased Premises.
- b. County to execute and deliver for recordation a Quitclaim Deed in favor of the District substantially in the form attached as Exhibit "E" and by this reference incorporated herein.

3. District shall execute, acknowledge, in a recordable form, a Surrender of Leasehold substantially in accordance with the form attached as Exhibit "D," releasing all rights, title, and interest District may have in the Lease and the Leased Premises.

Article III. Mutual Release.

A. District, County and City all release, waive and discharge each other and their

agents, elected officials, contractors, officers, directors, employees, representatives, together with their predecessors and successors in interest, from any and all claims, demands, actions, injuries, causes of action, obligations, damages, loss of services, expenses and compensation and liabilities related in any way to all known or unknown resulting from, relating to, or arising, now or later, from any obligations in connection with or included in the Lease, and from all claims, actions and demands, ("Dispute") that each may have against the other(s) by reason of the Lease. District, County and City represent and warrant that they have not sold, assigned, or otherwise transferred any of the claims released by this Termination.

- B. 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.

_____ District _____ City _____ County

- C. Each party represents and warrants to the other party that the party has read and understood the Termination with the release provisions and that each party has had the legal effect of this Termination explained by competent legal counsel of that party's own choice and that each party is executing this Termination of that party's own free will.

Article IV. Acceptance of Surrender. County and City hereby surrender the Leasehold interests in the Property and District accepts the surrender of the entire Leased Premises and Leasehold from the City and the County for the purpose of terminating this Lease. The Parties acknowledge that the phased improvements of the Leased Premises identified in the Lease have not been completed and that the condition of the Property is largely unimproved. When the District transfers the Property to the City, District shall have no liability with respect to the condition of the Leased Premises.

Article V. Assignment. City represents and warrants that City 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.

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

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

Article VIII. Titles. The Article titles in this Termination are used for the convenience of the parties and are inserted only for the convenience of the Parties, not to be taken as part of the instrument or used to interpret this Termination.

Article IX. Time of Essence. Time is of the essence in this Termination.

Article X. Authorization. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Termination.

Article XI. Successors and Assigns. This Termination shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

Article XII. Governing Law and Jurisdiction. This Termination 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.

Article XIII. Attorneys Fees. Each party shall bear its own attorneys fees and costs incurred in connection with the underlying dispute and preparation and negotiation of this Termination.

Article XIV. Further Action. The parties shall take such further action and execute such further documents, including but not limited to, the Surrender of Leasehold Agreement, as may be necessary to carry out the purposes and intent of this Termination.

Article XV. Counterparts. This Termination may be executed by facsimile in any number of counterparts and signature pages and by different parties on separate counterparts and signature pages, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

Article XVI. Execution of Transfer Agreement. The validity of the Termination and its exhibits are made expressly contingent upon the concurrent execution of both the Transfer Agreement and this Termination. However, for purposes of execution and recordation of the documents, the Termination and its exhibits shall be executed first followed by the Transfer Agreement and its exhibits.

Article XVII. Severability. Should any provision of this Termination be declared or

determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall not be deemed to be part of this Termination.

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

DISTRICT:

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

By: _____
Chairman, Board of Directors

Date: _____

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

CITY:
CITY OF BLYTHE, a California municipal corporation

By: _____
Oscar Galvan, Mayor

_____ Date

ATTEST:

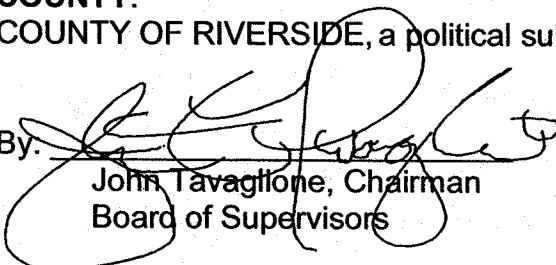
APPROVED AS TO FORM:

By: _____
Mallory Sutterfield,
City Clerk

By: _____
Christian L. Bettenhausen,
City Attorney

(SEAL)

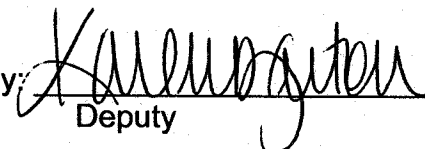
COUNTY:
COUNTY OF RIVERSIDE, a political subdivision of the State of California

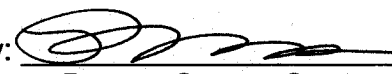
By:  _____
John Tavaglione, Chairman
Board of Supervisors

_____ Date

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

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

By:  _____
Deputy

By:  _____
Deputy County Counsel
Patricia Munkoe

(SEAL)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

**APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007 and
Portion of APN 833-310-004**

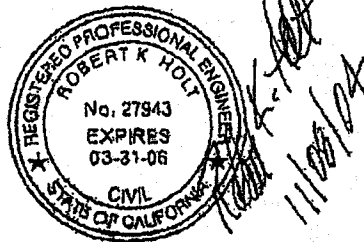
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

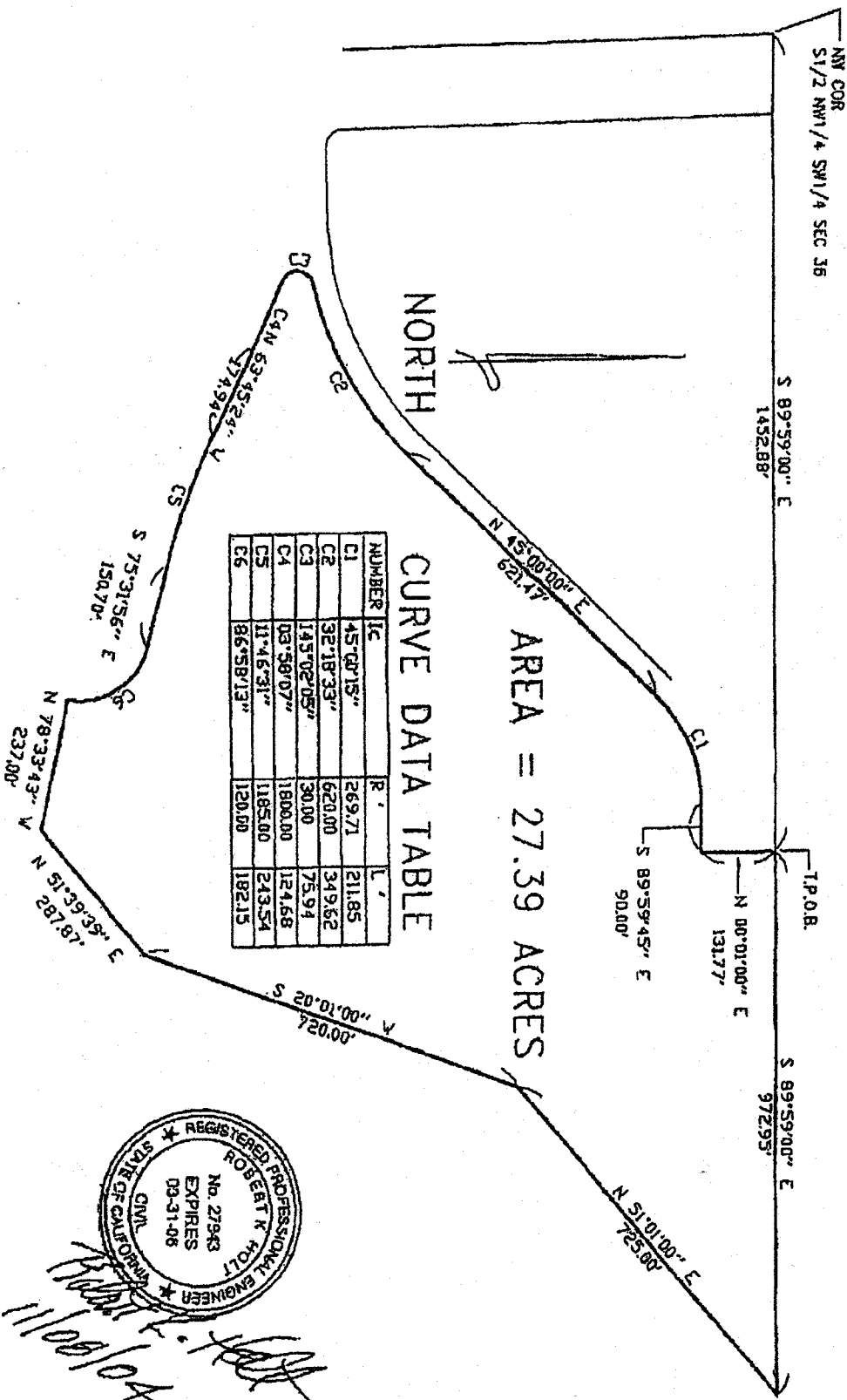
STARTING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST;
THENCE, SOUTH 89°59'00" EAST A DISTANCE OF 1452.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 89° 59'00" EAST A DISTANCE OF 972.95 FEET;
THENCE, SOUTH 51°01'00" WEST A DISTANCE OF 725.00 FEET;
THENCE, SOUTH 20°01'00" WEST A DISTANCE OF 720.00 FEET;
THENCE, SOUTH 51°39'39" WEST A DISTANCE OF 287.87 FEET;
THENCE, NORTH 78°33'43" WEST A DISTANCE OF 237.00 FEET;
THENCE, 182.15 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 86°58'13";
THENCE, NORTH 75°31'56" WEST A DISTANCE OF 150.70 FEET;
THENCE, 243.54 FEET ALONG A 1185.00 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 11°46'31";
THENCE, NORTH 63°45'24" WEST A DISTANCE OF 174.94 FEET;
THENCE, 124.68 FEET ALONG A 1800.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 03°58'07";
THENCE, 75.94 FEET ALONG A 30.00 FOOT RADIUS CURVE CONCAVED EASTERLY AND THROUGH A CENTRAL ANGLE OF 145°02'05";
THENCE, 349.62 FEET ALONG A 620.00 FOOT RADIUS CURVE CONCAVED NORTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 32°18'33";
THENCE, NORTH 45°00'00" EAST A DISTANCE OF 621.47 FEET;
THENCE, 211.85 FEET ALONG A 269.71 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 45°00'15";
THENCE, SOUTH 89°59'45" EAST A DISTANCE OF 90.00 FEET;
THENCE, NORTH 90°01'00" EAST A DISTANCE OF 131.77 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ENCLOSES AN AREA OF 27.19 ACRES.



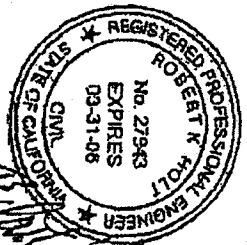
ANY COR
S1/2 NW1/4 SW1/4 SEC 36



AREA = 27.39 ACRES

CURVE DATA TABLE

NUMBER	IC	R'	L'
C1	45°00'15"	269.71	211.85
C2	32°18'33"	620.00	349.62
C3	145°02'05"	30.00	75.94
C4	03°58'07"	1800.00	124.68
C5	11°46'31"	1185.00	243.54
C6	86°58'13"	120.00	182.15



Handwritten signature and date:
 11/09/04

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Blythe ("City") and County of Riverside Regional Park and Open-Space District ("County") for the purpose of furthering negotiations between the City and County concerning the lease of Queshan Park (owned by Riverside County) to the City of Blythe. This lease is deemed necessary and appropriate so that the City can act as Lead Agency in preparing applications of submittal to the applicable regulatory agencies relative to securing permits to make recreation-related improvements to Queshan Park. For the purpose of the MOU and any subsequent Lease Agreement between the City and County, this portion of the work (preparing the permit applications for review and approval) shall be referred to as Phase I Feasibility Determination. Phase II Implementation will be undertaken only if the City is successful in Phase I. If the City is unsuccessful in Phase I, this MOU and any subsequent Agreement between the City and County regarding Queshan Park shall be null and void.

SECTION 1.

The following are premises for discussions concerning Queshan Park.

1. Queshan Park is presently owned by the County.
2. Queshan Park is a County resource that the City is interested in promoting and operating in an economical fashion for usage by residents of the Palo Verde Valley.

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- 3. Queshan Park is within the City's incorporated boundary.
- 4. Queshan Park is an underutilized asset.
- 5. Queshan Park is situated on the Colorado River and virtually all recreation-related improvements envisioned for the park (e.g., boat ramp, docks, enhancing the beach area, excavation and dredging) will require applications and permits from regulatory agencies that include at a minimum the Army Corps of Engineers, Bureau of Reclamation, California Department of Fish and Game and the Regional Water Quality Control Board. In addition, each application for a permit has to be supported with technical documentation that includes engineer drawings, environmental documentation, mitigation plans for habitat, biological and archaeological reports.
- 6. Development of the permit applications with supporting documentation, and the actual review and eventual approval process will take at least two (2) years. The process will take longer if the Colorado River (at Queshan Park) is eventually designated as a "wild and scenic" waterway under state or federal law.

SECTION 2.

The City agrees to negotiate with Riverside County for a long-term lease of Queshan Park with consideration to the following factors:

- 1. The City would lease the Park for a long term (25 years with an option for 25 additional years) from the County.

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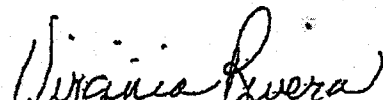
2. The Blythe Marina Mobile Home Estates would not be part of the Lease Agreement; however, the close proximity of Queshan Park to Blythe Marina Mobile Home Estates necessitates that needs of its residents will be taken into consideration as improvements are being considered.
3. The County would continue to be financially liable for any outstanding indebtedness incurred on the Park predating any City/County Lease Agreement.
4. In Phase I, the City will act as Lead Agency in interfacing with the Army Corps of Engineers, Bureau of Reclamation, California Department of Fish and Game, the Regional Water Quality Control Board and other applicable regulatory agencies with oversight for the Colorado River relative to processing applications for permits to make recreation-related improvements to the Park. In Phase II, the City will be the Lead Agency in preparing and submitting grant applications to help finance the envisioned recreation-related improvements to Queshan Park.
5. The City and County would share in the economic profits of Queshan Park (according to a yet to be determined formula) after the City and County are reimbursed their costs for making past and predetermined recreation-related improvements to Queshan Park.
6. City and County will each contribute \$5,000 in Phase I to pay for the various permit fees and technical services necessary to support the applications. It is anticipated that there will be a similar contribution needed from both the City and County in Phase II as a match for grant funds for the Queshan Park recreation-related improvements.

7. The City would exercise operation and maintenance control of Queshan Park property (approximately 15 acres), subject to pre-existing federal, State and County requirements, if any.
8. The Lease Agreement negotiations would specify an interface with the Riverside County Redevelopment Agency for Queshan Park, which is within the County Redevelopment Project Area.
9. It is expected that the time frame for implementation of a Lease Agreement shall be July 2000.

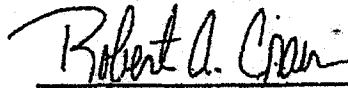
SECTION 3.

This Memorandum of Understanding is entered into this 23 day of May, 2000.

ATTEST:


Virginia Rivera, City Clerk

Date: 4-25-2000


Robert A. Crain, Mayor
City of Blythe

Date: 4-25-2000

Facsimile Signature
affixed by Clerk per
Sec. 25103 Gov Code

ATTEST:


Chairman, Board of Supervisors
County of Riverside TOM MULLEN

Date: MAY 23 2000


Clerk of the Board

Date: MAY 23 2000

FORM APPROVED
COUNTY COUNSEL

MAY 08 2000


ASSISTANT COUNTY COUNSEL

Ewg/mouqueshanj

EXHIBIT "C"
LEASE AGREEMENT

LEWIS COPY
12.21.04 3.18

**AGREEMENT
FOR THE LEASE OF QUECHAN PARK
BETWEEN THE
COUNTY OF RIVERSIDE AND THE CITY OF BLYTHE**

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 21st day of December, 2004 by and between the CITY OF BLYTHE (hereinafter referred to as "Lessee" or "City") and the COUNTY OF RIVERSIDE (hereinafter referred to as "County" or "Lessor"), and City and County are hereinafter sometimes referred to as "the Parties", for that property known as Quechan Park. (also referred to as "leased premises").

WITNESSETH

WHEREAS, the Parties have met and discussed the present and future use of Quechan Park, including the opportunities associated therewith to the City of Blythe and the Palo Verde Valley; and

WHEREAS, such opportunities relate to future recreational, social and economic needs as well as needs of the people of the City of Blythe and the Palo Verde Valley; and

WHEREAS, the successful development of Quechan Park is largely dependent upon the activities and improvements contemplated in this Agreement; and

WHEREAS, the general concepts underlying this Agreement are articulated in a Memorandum of Understanding made and entered into by and between the City of Blythe and the County dated May 23, 2000, and attached as Exhibit "A" hereto, and

WHEREAS, it is the intent and desire of the Parties to enter into a Lease Agreement as hereinafter described and set forth, from which the City shall accomplish the general purposes of this Agreement in a manner promoting the greatest public good and welfare; and

WHEREAS, upon execution of this Agreement the County, in its capacity as owner of the leased premises and Lessor shall retain final authority for said leased premises in regard to the uses to which it is dedicated and the permanent improvements to be made thereupon by approving in writing all capital improvements and changes in use proposed for the leased premises by the Lessee; and

WHEREAS, for the term of this Agreement the City of Blythe Planning Commission and Blythe City Council shall, with the written approval of the County as herein provided, be granted authority to approve land use decisions (e.g., use permits, conditional use permits, and others) and issue municipal permits for the leased premises; and

WHEREAS, under this Agreement the City of Blythe, jointly with the Riverside County Regional Park and Open-Space District and the Riverside County Parks Department, shall have the procedural ability to make recommendations to the Board of Supervisors on policy, procedure, and operations at the leased premises; and

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WHEREAS, the future development of both private and public improvements within and surrounding the leased premises is critically important to the Palo Verde Valley and the City of Blythe, and both governmental entities acknowledge and agree this joint venture must be structured to reflect mutual benefit by the County and the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties agree as follows:

Section 1. Purpose.

This Lease Agreement (also hereinafter referred to as the "Agreement") is made for the express purpose of granting the City of Blythe management and operational authority over the leased premises under terms and conditions defined herein.

Section 2. Term.

The term of this Agreement shall commence upon its approval and execution by the County and the City and shall continue for a period of 25 years, with an option to extend the lease period for an additional 25 years in the amount of \$2,000 per year for the entire term herein. Any extension of the term of this Agreement may be made only by mutual written consent of both Parties no later than six months before the termination date of the original 25 year term.

The term of this Agreement shall begin on the date last executed by both Parties. The City shall, however, have a one-time option to terminate this Agreement on the five (5) year anniversary of its establishment.

Section 3. Description.

The leased premises consist of 27.4 acres of land and improvements thereupon and are more particularly described in Exhibit "B", attached hereto.

Section 4. Use.

(a) The Lessee guarantees that the lease premises shall continue to be used as a public park, including, but not limited to, Colorado River related recreational amenities, public restrooms, parking, boat launching, picnic areas, maintenance facilities, and other amenities.

(b) The Lessee shall provide all necessary insurance coverages described in Section 16 herein as part of the City's Master Insurance Policy.

(c) Prior to undertaking any improvements or making any physical modifications to the leased premises, the Lessee shall provide to the County maps and diagrams which shall define each separate and distinguishable area of physically and geographically buildable land and thereon identify the appropriate possible and permitted uses and the maximum allowable building square footage and footprint for each permitted use. The Lessee also shall prepare and receive written approval from the County for a Master Plan that contains design standards and describes and estimates costs and implementation schedules for all foreseeable improvements to be made by the Lessee to the leased premises.

(d) Prior to undertaking any improvements or making any physical modifications to the lease premises, the Lessee shall provide a circulation plan depicting the general location and extent of existing and proposed thoroughfares, parking, and other public utilities and facilities, all consistent with the Quechan Park Master Plan including, but not limited to, parking facilities, building setback lines, and locations of rights of way and easements. This circulation plan shall consider both the on-site and off-site circulation impacts of such development.

(e) Lease Agreement negotiations anticipate that Phase III private improvements may or may not necessitate additional fiscal obligations by both the Lessee and Lessor. Any additional expenditures by both parties shall be determined by mutual agreement of the parties. The Parties agree that all revenue generating improvements planned for Phase III shall be addressed in a future amendment to this Agreement.

Section 5. Phase III Revenue Generating Improvements.

As a general overriding consideration principal for Phase III improvements, the Lessee and Lessor anticipate that each shall share in the economic profits from Quechan Park according to a formula based on each party's proportionate financial investment in the leased premises. The specific basis for revenue sharing will be specified in a future amendment to this Agreement concerning the Phase III improvements.

Upon completion of the Phase II recreation-related improvements, the City as Lessee shall be responsible for planning, engineering, and construction of all Phase III landside amenities for the leased premises, with advanced concurrence from the Lessor as to the type and location of those revenue generation amenities acceptable to both parties.

Section 6. Operation and Maintenance.

(a) The Lessee shall maintain the leased premises together with all public improvements, fixtures, and other public property thereupon, whether now on the premises or added during the term of this Agreement and shall make all repairs necessary to maintain and preserve the leased premises in a proper and safe condition as a public asset. Said maintenance responsibilities shall include, but will not be limited to, painting of buildings; servicing of water and sewer facilities; repair and resurfacing of roads, parking lot(s), and driveways; replacement of light bulbs and fixtures; regular cleaning and prompt repair of public restrooms; regular removal of trash; control and removal of weeds; lawn mowing; watering of landscaping; maintenance of irrigation systems. Expenditures made by the Lessee pursuant to these obligations shall be those reasonable, necessary, and attributable to the operation and maintenance of the leased premises, as well as such reasonable amounts as are needed to create prudent reserves to meet long-term maintenance needs.

(b) The Lessee shall comply with all applicable laws, rules, and regulations promulgated by duly authorized authorities with respect to the operation and maintenance of public parks.

(c) The Lessee shall procure at its sole expense all permits and licenses that are, or may in the future become, necessary or required for the operation of the leased premises. The Lessee further agrees to keep all required permits in full force and effect during the entire term of this Agreement.

(d) The Lessee shall operate, maintain, and supervise the leased premises and all activities located and occurring thereupon in a business-like and prudent manner, and shall be responsible for ensuring compliance by users of the leased premises with applicable laws and regulations, and with the terms of any agreement or lease relative to the use of the said premises.

(e) The Lessee and Lessor shall cooperate as needed in the preparation of grant applications for the County and/or City to submit to potential grantor agencies to secure funding for the support of improvements and operations on the leased premises.

(f) With respect to all matters relating to the operation and maintenance of the leased premises and the construction of all improvements made thereto, the Lessee agrees to comply with all applicable provisions of the Public Contract Code and Labor Code of the State of California.

Section 7. Lease Payments and Revenues

(a) Subject to the provisions of Section 8 below, the Lessee shall make annual lease payments to the Lessor of two thousand dollars (\$2,000.00) per year. Annual lease payments are due and payable on the anniversary date of this Agreement. Adjustments to the lease payments may be made only as agreed upon in writing by the Parties.

(b) With respect to revenue, both the Lessor and Lessee recognize there are financial obligations incurred by the Lessee effective with the execution of this Lease Agreement. In an attempt to offset those Lessee expenses, Lessor agrees that the Lessee shall have the opportunity to recover those expenses (e.g. salary, benefits, insurance, utility charges, maintenance supplies, etc.), subject to verification of those costs by the Lessor, from revenues generated at Quechan Park up to a maximum of \$40,535. All revenue generated beyond \$40,535 shall be shared equally (50/50) by the Lessor and Lessee, those payments made by the lessee on a quarterly basis, due and payable within 30 days after the quarter ends.

(c) Revenue sharing for Phase III improvements shall be subject to the amendment(s) identified in Section 5 of this Agreement.

Section 8. Additional Obligations of Lessee.

During the term of this Agreement the Lessee shall:

(i) Prepare, negotiate, and execute Phase III sub-lease agreements. Phase III sub-lease agreements will be routinely submitted to the Lessor, for review and comment. The Lessor will respond in writing to the Lessee within sixty (60) days of its receipt of materials for review. Failure to respond within sixty days shall constitute Lessor's approval of any Phase III sub-lease agreements proposed by the Lessee. Phase III sub-lease agreements shall be in a form approved by the Lessee and the Lessor.

(ii) Observe and obey, and compel its employees, agents, invitees, and those doing business with the Lessee to observe and obey all applicable laws, ordinances, rules, and regulations of regulatory agencies and local governments that are now in effect or that may hereafter be promulgated.

(iii) Employ and maintain on the leased premises sufficient personnel possessing the training and skills necessary to competently perform all tasks related to the operation, maintenance, and development of the leased premises as provided in this Agreement.

(iv) Operate the leased premises and perform services for the use and benefit of the general public without discrimination on the grounds of race, religion, color or national origin, or in any manner prohibited by any Federal or State laws, or County or City ordinances.

(v) Provide park related services to the general public seven (7) days per week during the term of this Agreement predicated upon the availability of a sufficient operating budget to provide said services. The Lessee shall make no changes to the current operational characteristics of the leased premises without notifying the Lessor in writing with 72-hour prior notice. Within three months of the effective date of this Agreement, the Lessee shall install a public pay telephone in a visible and easily accessible location on the leased premises, which will be available on a 24-hour basis.

(vi) Furnish upon request from the Lessor a written summary of activities pending, or in progress, or being considered for the leased premises.

(vii) Accept the leased premises subject to any and all existing easements or other encumbrances.

(viii) Subject to written County approvals or release, the Lessee reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said leased premises as the Lessee may elect; provided, however, that no right of the Lessee provided for in this paragraph shall be so executed as to extend beyond the rights of the Lessee provided by this Agreement or interfere unreasonably with other tenants or County use hereunder.

(ix) Reserve the right to further develop or improve the operating area of the leased premises subject to approval by the Lessor and applicable regulatory agencies.

(x) Maintain the leased premises and the improvements thereon in a neat, safe, orderly and attractive condition during the term of this Agreement.

(xi) Maintain responsibility for, and continuously provide water and sewer services to the leased premises and provide and pay for all other utility services it may require or desire in its use, maintenance, and operation of the leased premises.

Section 9. Additional Obligations of Lessor.

(a) Subject to its available financial and personnel resources, the Lessor shall cooperate with the Lessee, if so requested in making any necessary applications for and in securing any and all governmental grants, loans, or other aid which may be obtainable for the leased premises, but the Lessor shall not be obligated to the Lessee to assume any financial liability or obligation in connection therewith.

Section 10. National Pollutant Discharge Elimination System (NPDES) Permit.

The Lessee acknowledges, understands, and agrees that it shall comply with California State Water Resources Control Board (hereinafter referred to as "WRCB") general permit requirements relating to storm water discharges associated with activities on the leased premises, including, but not limited to, mechanical repairs, on-site sewer containment, and on-site drainage relative to the Colorado River. The Lessee further acknowledges, understands, and agrees that if required by the WRCB as condition of permits issued to the City specifically covering the leased premises, it shall participate as a co-permittee under said general permit, participate in the Quechan Park Storm Water Pollution Prevention Plan (SWPPP), and adhere to the practices set forth in SWWP, including, without limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Conventional Pollutant Control Technology.

Section 11. Inspection of Premises.

At any time during normal business hours through its duly authorized agents, the Lessor shall have the right to enter the leased premises for the purpose of inspecting, monitoring, and evaluating the Lessee's performance in meeting its obligations under this Agreement.

Section 12. Compliance with Government Regulations.

(a) The Lessee shall, at its sole cost and expense, comply with the applicable requirements of all local, State and Federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, as they pertain to the leased premises.

(b) The final judgment, decree or order of any Court of competent jurisdiction, or the admission of the Lessee in any action or proceedings against it, whether the Lessee is a party thereto or not, that the Lessee has violated any such statutes, regulations, rules, ordinances, or orders in the use of the leased premises, shall be conclusive of that fact as between the Lessor and Lessee.

Section 13. Accounting Records and Documents.

(a) The Lessee shall maintain accounting records and supporting documents in connection with all of the activities it undertakes pursuant to this Agreement. Such records and documents shall be clearly identified and readily accessible for review by the Lessor during normal business hours.

(b) Subject to its provision of reasonable prior written notice to the Lessee, the Lessor shall have the right to examine, inspect, and audit all records and documents referred to herein.

Section 14. Termination by Lessor.

The Lessor shall have the right to terminate this Agreement for any of the following reasons:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of the Lessee as a debtor;

(b) In the event that the Lessee makes a general assignment, or the Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;

(c) In the event of abandonment of the leased premises by the Lessee;

(d) In the event the Lessee fails or refuses to perform, keep, or observe any of the Lessee's duties or obligations hereunder; provided, however, that the Lessee shall have ninety (90) days in which to correct the Lessee's breach or default after written notice thereof has been served on the Lessee by the Lessor.

(e) In the event the Lessee fails, or refuses, to meet its fiscal or any of its other obligations hereunder or as otherwise provided by law.

Section 15. Termination by Lessee.

The Lessee shall have the right to terminate this Agreement in the event that the Lessor fails to perform, keep, or observe any of its duties or obligations hereunder; provided, however, that Lessor shall have ninety (90) days in which to correct its breach or default after written notice thereof has been served on it by the Lessee. In the event such breach or default is not corrected, the Lessee may elect to terminate this Agreement in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to the Lessor.

Section 16. Insurance.

Without limiting or diminishing the Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease.

A. Workers' Compensation:

If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If Lessee's vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or

be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) If Lessee's deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The Lease shall not take effect until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles

and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- 5) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.
- 6) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the County.
- 7) Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

Section 17. Hold Harmless.

(a) The Lessee represents that it has inspected the leased premises and accepts it on an as-is basis and fully assumes any and all risk and liabilities whether known and/or unknown, arising out of, or from, or in any way connected to, the operation and/or use thereof or the responsibilities assumed under the terms of this Agreement.

(b) Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon latent or hidden defects or any other dangerous conditions in or upon the leased premises and for bodily injury, death or property damage of any kind or nature arising from any use whatsoever of the leased premises, including any improvements thereto, and/or any services of Lessee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Lease, and environmental impairment liability arising for any reason from the leased premises.

(c) The Lessee shall, at its own expense, defend the Lessor, its officers, the Riverside County Board of Supervisors, the Riverside County Regional Park and Open Space Board of Directors and their officers, employees, agents, subcontractors or independent contractors from any and all loss claims or damages, including but not limited to, attorney fees, costs, and investigative expenses in any legal action based upon any allegations of any nature or kind whatsoever concerning the leased premises.

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

Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the County herein from third party claims.

Section 18. Assignment.

The Lessee shall not assign, sublet, mortgage, or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of the Lessor being first obtained. When such requests are received the Lessor shall not unreasonably withhold consent.

Section 19. Toxic Materials.

(a) During the term of this Agreement and any extensions thereof, the Lessee shall not willfully violate any federal, State or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under, or about the leased premises, including, but not limited to, soil and groundwater conditions.

(b) Notwithstanding the provisions of this Section, it is understood by the parties hereto that certain substances, such as automotive fuels and lubricants will be transported, stored and dispensed within the leased premises in order for the Lessee to perform the uses contemplated hereunder. In doing so, however, the Lessee acknowledges and covenants that it shall comply strictly with any and all federal, state and local laws, ordinances and regulations relating to the use and disposition of such substances.

Section 20. Employees and Agents of Lessee.

It is understood and agreed that all persons hired or engaged by the Lessee shall be considered to be employees or agents of the Lessee and not of the Lessor.

Section 21. Binding on Successors.

The Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable thereunder.

Section 22. Waiver of Performance.

No waiver by the Lessor at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

Section 23. Severability.

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 24. Venue.

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement 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.

Section 25. Attorneys' Fees.

In the event of any litigation or arbitration between the Lessee and the Lessor to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

Section 26. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY

Riverside County Regional Park and Open Space District
4600 Crestmore Road
Riverside, California 92509-6858
ATTN: General Manager

City of Blythe
235 North Broadway
Blythe, California 92225
Attn: City Manager and Mayor

or to such other addresses as from time to time shall be designated by the respective parties.

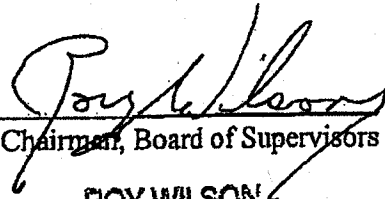
Section 27. Entire Agreement.

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

**AGREEMENT
FOR THE LEASE OF QUECHAN PARK
BETWEEN THE
COUNTY OF RIVERSIDE AND THE CITY OF BLYTHE**

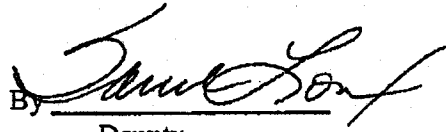
Dated: DEC 21 2004

COUNTY OF RIVERSIDE

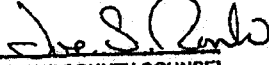
By 
Chairman, Board of Supervisors
ROY WILSON

ATTEST:

NANCY ROMERO
Clerk of the Board of Supervisors

By 
Deputy

FORM APPROVED
COUNTY COUNSEL

DEC 07 2004
BY 
ASSISTANT COUNTY COUNSEL

(SEAL)

Dated: _____

CITY OF BLYTHE

By _____
Mayor

ATTEST:

Virginia Rivera, City Clerk (SEAL)

DEC 21 2004 3.18

AGREEMENT

FOR THE LEASE OF QUECHAN PARK

BETWEEN THE

COUNTY OF RIVERSIDE AND THE CITY OF BLYTHE

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement") is made by and between the CITY OF BLYTHE (hereinafter referred to as "Lessee" or "City") and the COUNTY OF RIVERSIDE (hereinafter referred to as "County" or "Lessor"), and City and County are hereinafter sometimes referred to as "the Parties", for that property known as Quechan Park. (also referred to as "leased premises").

WITNESSETH

WHEREAS, the Parties have met and discussed the present and future use of Quechan Park, including the opportunities associated therewith to the City of Blythe and the Palo Verde Valley; and

WHEREAS, such opportunities relate to future recreational, social and economic needs as well as needs of the people of the City of Blythe and the Palo Verde Valley; and

WHEREAS, the successful development of Quechan Park is largely dependent upon the activities and improvements contemplated in this Agreement; and

WHEREAS, the general concepts underlying this Agreement are articulated in a Memorandum of Understanding made and entered into by and between the City of Blythe and the County dated May 23, 2000, and attached as Exhibit "A" hereto, and

WHEREAS, it is the intent and desire of the Parties to enter into a Lease Agreement as hereinafter described and set forth, from which the City shall accomplish the general purposes of this Agreement in a manner promoting the greatest public good and welfare; and

WHEREAS, upon execution of this Agreement the County, in its capacity as owner of the leased premises and Lessor shall retain final authority for said leased premises in regard to the uses to which it is dedicated and the permanent improvements to be made thereupon by approving in writing all capital improvements and changes in use proposed for the leased premises by the Lessee; and

WHEREAS, for the term of this Agreement the City of Blythe Planning Commission and Blythe City Council shall, with the written approval of the County as herein provided, be granted authority to approve land use decisions (e.g., use permits, conditional use permits, and others) and issue municipal permits for the leased premises; and

WHEREAS, under this Agreement the City of Blythe, jointly with the Riverside County Regional Park and Open-Space District and the Riverside County Parks Department, shall have the procedural ability to make recommendations to the Board of Supervisors on policy, procedure, and operations at the leased premises; and

WHEREAS, the future development of both private and public improvements within and surrounding the leased premises is critically important to the Palo Verde Valley and the City of Blythe, and both governmental entities acknowledge and agree this joint venture must be structured to reflect mutual benefit by the County and the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties agree as follows:

Section 1. Purpose.

This Lease Agreement (also hereinafter referred to as the "Agreement") is made for the express purpose of granting the City of Blythe management and operational authority over the leased premises under terms and conditions defined herein.

Section 2. Term.

The term of this Agreement shall commence upon its approval and execution by the County and the City and shall continue for a period of 25 years, with an option to extend the lease period for an additional 25 years in the amount of \$2,000 per year for the entire term herein. Any extension of the term of this Agreement may be made only by mutual written consent of both Parties no later than six months before the termination date of the original 25 year term.

The term of this Agreement shall begin on the date last executed by both Parties. The City shall, however, have a one-time option to terminate this Agreement on the five (5) year anniversary of its establishment.

Section 3. Description.

The leased premises consist of 27.39 acres of land and improvements thereupon and are more particularly described in Exhibit "B", attached hereto.

Section 4. Use.

(a) The Lessee guarantees that the lease premises shall continue to be used as a public park, including, but not limited to, Colorado River related recreational amenities, public restrooms, parking, boat launching, picnic areas, maintenance facilities, and other amenities.

(b) The Lessee shall provide all necessary insurance coverages described in Section 16 herein as part of the City's Master Insurance Policy.

(c) Prior to undertaking any improvements or making any physical modifications to the leased premises, the Lessee shall provide to the County maps and diagrams which shall define each separate and distinguishable area of physically and geographically buildable land and thereon identify the appropriate possible and permitted uses and the maximum allowable building square footage and footprint for each permitted use. The Lessee also shall prepare and receive written approval from the County for a Master Plan that contains design standards and describes and estimates costs and implementation schedules for all foreseeable improvements to be made by the Lessee to the leased premises.

(d) Prior to undertaking any improvements or making any physical modifications to the lease premises, the Lessee shall provide a circulation plan depicting the general location and extent of existing and proposed thoroughfares, parking, and other public utilities and facilities, all consistent with the Quechan Park Master Plan including, but not limited to, parking facilities, building setback lines, and locations of rights of way and easements. This circulation plan shall consider both the on-site and off-site circulation impacts of such development.

(e) Lease Agreement negotiations anticipate that Phase III private improvements may or may not necessitate additional fiscal obligations by both the Lessee and Lessor. Any additional expenditures by both parties shall be determined by mutual agreement of the parties. The Parties agree that all revenue generating improvements planned for Phase III shall be addressed in a future amendment to this Agreement.

Section 5. Phase III Revenue Generating Improvements.

As a general overriding consideration principal for Phase III improvements, the Lessee and Lessor anticipate that each shall share in the economic profits from Quechan Park according to a formula based on each party's proportionate financial investment in the leased premises. The specific basis for revenue sharing will be specified in a future amendment to this Agreement concerning the Phase III improvements.

Upon completion of the Phase II recreation-related improvements, the City as Lessee shall be responsible for planning, engineering, and construction of all Phase III landside amenities for the leased premises, with advanced concurrence from the Lessor as to the type and location of those revenue generation amenities acceptable to both parties.

Section 6. Operation and Maintenance.

(a) The Lessee shall maintain the leased premises together with all public improvements, fixtures, and other public property thereupon, whether now on the premises or added during the term of this Agreement and shall make all repairs necessary to maintain and preserve the leased premises in a proper and safe condition as a public asset. Said maintenance responsibilities shall include, but will not be limited to, painting of buildings; servicing of water and sewer facilities; repair and resurfacing of roads, parking lot(s), and driveways; replacement of light bulbs and fixtures; regular cleaning and prompt repair of public restrooms; regular removal of trash; control and removal of weeds; lawn mowing; watering of landscaping; maintenance of irrigation systems. Expenditures made by the Lessee pursuant to these obligations shall be those reasonable, necessary, and attributable to the operation and maintenance of the leased premises, as well as such reasonable amounts as are needed to create prudent reserves to meet long-term maintenance needs.

(b) The Lessee shall comply with all applicable laws, rules, and regulations promulgated by duly authorized authorities with respect to the operation and maintenance of public parks.

(c) The Lessee shall procure at its sole expense all permits and licenses that are, or may in the future become, necessary or required for the operation of the leased premises. The Lessee further agrees to keep all required permits in full force and effect during the entire term of this Agreement.

(d) The Lessee shall operate, maintain, and supervise the leased premises and all activities located and occurring thereupon in a business-like and prudent manner, and shall be

responsible for ensuring compliance by users of the leased premises with applicable laws and regulations, and with the terms of any agreement or lease relative to the use of the said premises.

(e) The Lessee and Lessor shall cooperate as needed in the preparation of grant applications for the County and/or City to submit to potential grantor agencies to secure funding for the support of improvements and operations on the leased premises.

(f) With respect to all matters relating to the operation and maintenance of the leased premises and the construction of all improvements made thereto, the Lessee agrees to comply with all applicable provisions of the Public Contract Code and Labor Code of the State of California.

Section 7. Lease Payments and Revenues.

- (a) Subject to the provisions of Section 8 below, the Lessee shall make annual lease payments to the Lessor of two thousand dollars (\$2,000.00) per year. Annual lease payments are due and payable on the anniversary date of this Agreement. Adjustments to the lease payments may be made only as agreed upon in writing by the Parties.
- (b) With respect to revenue, both the Lessor and Lessee recognize there are financial obligations incurred by the Lessee effective with the execution of this Lease Agreement. In an attempt to offset those Lessee expenses, Lessor agrees that the Lessee shall have the opportunity to recover those expenses (e.g. salary, benefits, insurance, utility charges, maintenance supplies, etc.), subject to verification of those costs by the Lessor, from revenues generated at Quechan Park up to a maximum of \$40,535. All revenue generated beyond \$40,535 shall be shared equally (50/50) by the Lessor and Lessee, those payments made by the Lessee on a quarterly basis, due and payable within 30 days after the quarter ends.
- (c) Revenue sharing for Phase III improvements shall be subject to the amendment(s) identified in Section 5 of this Agreement.

Section 8. Additional Obligations of Lessee.

During the term of this Agreement the Lessee shall:

(i) Prepare, negotiate, and execute Phase III sub-lease agreements. Phase III sub-lease agreements will be routinely submitted to the Lessor, for review and comment. The Lessor will respond in writing to the Lessee within sixty (60) days of its receipt of materials for review. Failure to respond within sixty days shall constitute Lessor's approval of any Phase III sub-lease agreements proposed by the Lessee. Phase III sub-lease agreements shall be in a form approved by the Lessee and the Lessor.

(ii) Observe and obey, and compel its employees, agents, invitees, and those doing business with the Lessee to observe and obey all applicable laws, ordinances, rules, and regulations of regulatory agencies and local governments that are now in effect or that may hereafter be promulgated.

(iii) Employ and maintain on the leased premises sufficient personnel possessing the training and skills necessary to competently perform all tasks related to the operation, maintenance, and development of the leased premises as provided in this Agreement.

(iv) Operate the leased premises and perform services for the use and benefit of the general public without discrimination on the grounds of race, religion, color or national origin, or in any manner prohibited by any Federal or State laws, or County or City ordinances.

(v) Provide park related services to the general public seven (7) days per week during the term of this Agreement predicated upon the availability of a sufficient operating budget to provide said services. The Lessee shall make no changes to the current operational characteristics of the leased premises without notifying the Lessor in writing with 72-hour prior notice. Within three months of the effective date of this Agreement, the Lessee shall install a public pay telephone in a visible and easily accessible location on the leased premises, which will be available on a 24-hour basis.

(vi) Furnish upon request from the Lessor a written summary of activities pending, or in progress, or being considered for the leased premises.

(vii) Accept the leased premises subject to any and all existing easements or other encumbrances.

(viii) Subject to written County approvals or release, the Lessee reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said leased premises as the Lessee may elect; provided, however, that no right of the Lessee provided for in this paragraph shall be so executed as to extend beyond the rights of the Lessee provided by this Agreement or interfere unreasonably with other tenants or County use hereunder.

(ix) Reserve the right to further develop or improve the operating area of the leased premises subject to approval by the Lessor and applicable regulatory agencies.

(x) Maintain the leased premises and the improvements thereon in a neat, safe, orderly and attractive condition during the term of this Agreement.

(xi) Maintain responsibility for, and continuously provide water and sewer services to the leased premises and provide and pay for all other utility services it may require or desire in its use, maintenance, and operation of the leased premises.

Section 9. Additional Obligations of Lessor.

(a) Subject to its available financial and personnel resources, the Lessor shall cooperate with the Lessee, if so requested in making any necessary applications for and in securing any and all governmental grants, loans, or other aid which may be obtainable for the leased premises, but the Lessor shall not be obligated to the Lessee to assume any financial liability or obligation in connection therewith.

Section 10. National Pollutant Discharge Elimination System (NPDES) Permit.

The Lessee acknowledges, understands, and agrees that it shall comply with California State Water Resources Control Board (hereinafter referred to as "WRCB") general permit requirements relating to storm water discharges associated with activities on the leased premises, including, but not limited to, mechanical repairs, on-site sewer containment, and on-site drainage relative to the Colorado River. The Lessee further acknowledges, understands, and agrees that if required by the WRCB as condition of permits issued to the City specifically covering the leased premises, it shall participate as a co-permittee under said general permit, participate in the

Quechan Park Storm Water Pollution Prevention Plan (SWPPP), and adhere to the practices set forth in SWWP, including, without limitation, the Best Management Practices, Best Available Technology Economically Achievable, and Best Conventional Pollutant Control Technology.

Section 11. Inspection of Premises.

At any time during normal business hours through its duly authorized agents, the Lessor shall have the right to enter the leased premises for the purpose of inspecting, monitoring, and evaluating the Lessee's performance in meeting its obligations under this Agreement.

Section 12. Compliance with Government Regulations.

(a) The Lessee shall, at its sole cost and expense, comply with the applicable requirements of all local, State and Federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, as they pertain to the leased premises.

(b) The final judgment, decree or order of any Court of competent jurisdiction, or the admission of the Lessee in any action or proceedings against it, whether the Lessee is a party thereto or not, that the Lessee has violated any such statutes, regulations, rules, ordinances, or orders in the use of the leased premises, shall be conclusive of that fact as between the Lessor and Lessee.

Section 13. Accounting Records and Documents.

(a) The Lessee shall maintain accounting records and supporting documents in connection with all of the activities it undertakes pursuant to this Agreement. Such records and documents shall be clearly identified and readily accessible for review by the Lessor during normal business hours.

(b) Subject to its provision of reasonable prior written notice to the Lessee, the Lessor shall have the right to examine, inspect, and audit all records and documents referred to herein.

Section 14. Termination by Lessor.

The Lessor shall have the right to terminate this Agreement for any of the following reasons:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of the Lessee as a debtor;

(b) In the event that the Lessee makes a general assignment, or the Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;

(c) In the event of abandonment of the leased premises by the Lessee;

(d) In the event the Lessee fails or refuses to perform, keep, or observe any of the Lessee's duties or obligations hereunder; provided, however, that the Lessee shall have ninety (90) days in which to correct the Lessee's breach or default after written notice thereof has been served on the Lessee by the Lessor.

(d) In the event the Lessee fails, or refuses, to meet its fiscal or any of its other obligations hereunder or as otherwise provided by law.

Section 15. Termination by Lessee.

The Lessee shall have the right to terminate this Agreement in the event that the Lessor fails to perform, keep, or observe any of its duties or obligations hereunder; provided, however, that Lessor shall have ninety (90) days in which to correct its breach or default after written notice thereof has been served on it by the Lessee. In the event such breach or default is not corrected, the Lessee may elect to terminate this Agreement in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to the Lessor.

Section 16. Insurance.

Without limiting or diminishing the Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease.

A. Workers' Compensation:

If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If Lessee's vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) If Lessee's deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The Lease shall not take effect until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.
- 6) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the County.

- 7) Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

Section 17. Hold Harmless.

(a) The Lessee represents that it has inspected the leased premises and accepts it on an as-is basis and fully assumes any and all risk and liabilities whether known and/or unknown, arising out of, or from, or in any way connected to, the operation and/or use thereof or the responsibilities assumed under the terms of this Agreement.

(b) Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon latent or hidden defects or any other dangerous conditions in or upon the leased premises and for bodily injury, death or property damage of any kind or nature arising from any use whatsoever of the leased premises, including any improvements thereto, and/or any services of Lessee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Lease, and environmental impairment liability arising for any reason from the leased premises.

(c) The Lessee shall, at its own expense, defend the Lessor, its officers, the Riverside County Board of Supervisors, the Riverside County Regional Park and Open Space Board of Directors and their officers, employees, agents, subcontractors or independent contractors from any and all loss claims or damages, including but not limited to, attorney fees, costs, and investigative expenses in any legal action based upon any allegations of any nature or kind whatsoever concerning the leased premises.

With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to County as set forth herein.

Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the County herein from third party claims.

Section 18. Assignment.

The Lessee shall not assign, sublet, mortgage, or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of the Lessor being first obtained. When such requests are received the Lessor shall not unreasonably withhold consent.

Section 19. Toxic Materials.

(a) During the term of this Agreement and any extensions thereof, the Lessee shall not willfully violate any federal, State or local law, or ordinance or regulation, relating to industrial

hygiene or to the environmental condition on, under, or about the leased premises, including, but not limited to, soil and groundwater conditions.

(b) Notwithstanding the provisions of this Section, it is understood by the parties hereto that certain substances, such as automotive fuels and lubricants will be transported, stored and dispensed within the leased premises in order for the Lessee to perform the uses contemplated hereunder. In doing so, however, the Lessee acknowledges and covenants that it shall comply strictly with any and all federal, state and local laws, ordinances and regulations relating to the use and disposition of such substances.

Section 20. Employees and Agents of Lessee.

It is understood and agreed that all persons hired or engaged by the Lessee shall be considered to be employees or agents of the Lessee and not of the Lessor.

Section 21. Binding on Successors.

The Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable thereunder.

Section 22. Waiver of Performance.

No waiver by the Lessor at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

Section 23. Severability.

The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 24. Venue.

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement 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.

Section 25. Attorneys' Fees.

In the event of any litigation or arbitration between the Lessee and the Lessor to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.

Section 26. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY

Riverside County Regional Park and Open Space District
4600 Crestmore Road
Riverside, California 92509-6858
ATTN: General Manager

City of Blythe
235 North Broadway
Blythe, California 92225
Attn: City Manager and Mayor

or to such other addresses as from time to time shall be designated by the respective parties.

Section 27. Entire Agreement.

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

Dated: _____

COUNTY OF RIVERSIDE

By _____

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board of Supervisors

By _____
Deputy

(S E A L)

Dated: _____

CITY OF BLYTHE

By Robert A. G... ..
Mayor

ATTEST:

Patricia Whitney Deputy City Clerk for
Virginia Rivera, City Clerk (SEAL)

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST;

THENCE, SOUTH 89°59'00" EAST A DISTANCE OF 1452.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 89° 59'00" EAST A DISTANCE OF 972.95 FEET ;

THENCE, SOUTH 51°01'00" WEST A DISTANCE OF 725.00 FEET;

THENCE, SOUTH 20°01'00" WEST A DISTANCE OF 720.00 FEET;

THENCE, SOUTH 51°39'39" WEST A DISTANCE OF 287.87 FEET;

THENCE, NORTH 78°33'43" WEST A DISTANCE OF 237.00 FEET;

THENCE, 182.15 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 86°58'13";

THENCE, NORTH 75°31'56" WEST A DISTANCE OF 150.70 FEET;

THENCE, 243.54 FEET ALONG A 1185.00 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 11°46'31";

THENCE, NORTH 63°45'24" WEST A DISTANCE OF 174.94 FEET;

THENCE, 124.68 FEET ALONG A 1800.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 03°58'07";

THENCE, 75.94 FEET ALONG A 30.00 FOOT RADIUS CURVE CONCAVED EASTERLY AND THROUGH A CENTRAL ANGLE OF 145°02'05";

THENCE, 349.62 FEET ALONG A 620.00 FOOT RADIUS CURVE CONCAVED NORTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 32°18'33";

THENCE, NORTH 45°00'00" EAST A DISTANCE OF 621.47 FEET;

THENCE, 211.85 FEET ALONG A 269.71 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 45°00'15";

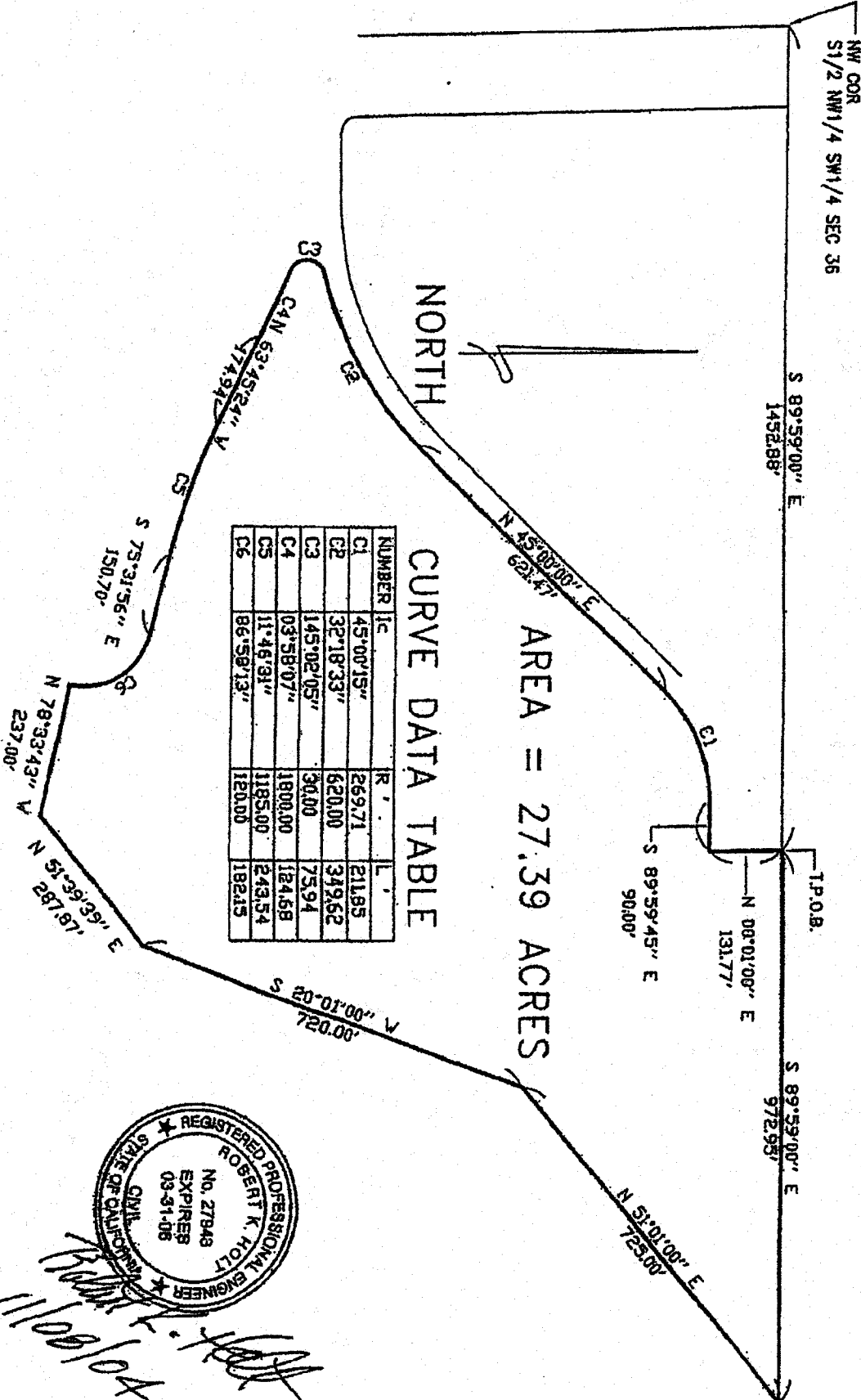
THENCE, SOUTH 89°59'45" EAST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 00°01'00" EAST A DISTANCE OF 131.77 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ENCLOSES AN AREA OF 27.39 ACRES.



NW COR
S1/2 NW1/4 SW1/4 SEC 36

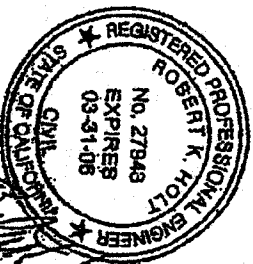


NORTH

AREA = 27.39 ACRES

CURVE DATA TABLE

NUMBER	IC	R	L
C1	45°00'15"	269.71	211.85
C2	32°18'33"	620.00	349.62
C3	145°02'05"	30.00	75.94
C4	03°58'07"	1800.00	124.68
C5	11°46'31"	1185.00	243.54
C6	86°58'13"	120.00	182.35

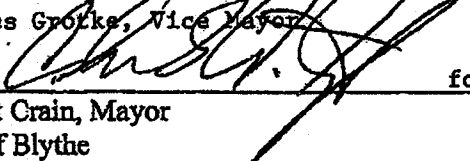


Handwritten signature and date: 11/09/04

AMENDMENT NUMBER ONE
TO THE
QUECHAN PARK LEASE AGREEMENT
BETWEEN THE
COUNTY OF RIVERSIDE AND THE CITY OF BLYTHE

AMENDMENT NUMBER ONE of the Lease Agreement between the County of Riverside and the City of Blythe which hereby deletes the single sentence in Section 2. Term, as follows: **The City shall, however, have a one-time option to terminate this Agreement on the five (5) year anniversary of its establishment.**

All other terms and conditions of this Lease Agreement shall remain in full force and effect.

Charles Grofke, Vice Mayor

_____ for
Robert Crain, Mayor
City of Blythe

Date: 7/11/06

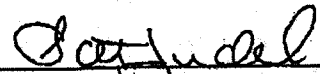
APPROVED AS TO FORM

ATTEST:




Virginia Rivera, City Clerk

Date: 7/11/06



J. Scott Zundel, City Attorney

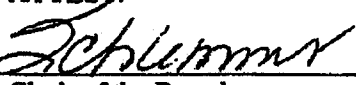


Chairman, Board of Supervisors **BOB BUSTER**
County of Riverside

Date: AUG - 1 2006

FORM APPROVED
COUNTY COUNSEL

JUL 1-7 2006

ATTEST:


Clerk of the Board

Date: AUG - 1 2006

BY 

AUG - 1 2006 3.16

Exhibit "D"

SURRENDER OF LEASEHOLD

SURRENDER OF LEASEHOLD

Recording requested by and when recorded, return to:

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

City of Blythe
City Manager
235 N. Broadway
Blythe, CA 92225

THIS SURRENDER OF LEASEHOLD ("Agreement") is made as of _____, 2012, by and 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, as Lessor, ("District"), the County of Riverside, a political subdivision of the State of California, ("County") and the City of Blythe, a California municipal corporation, as Lessee ("City"), sometimes collectively referred to as the "Parties."

Recitals

A. The District is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 27 acres of land, roadway and improvements, commonly known as "Quechan Park", ("Property"), formerly with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007, portion of 833-310-004, now as described in Lot Line Adjustment No. 2012-02, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

B. That certain Memorandum of Understanding ("MOU") was entered into on May 23, 2000, as shown in Exhibit "B", attached hereto and by this reference incorporated herein, acknowledging the importance of pursuing and implementing

improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley, by the District and the City.

C. That certain Agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, ("Lease"), as shown in Exhibit "C", attached hereto and by this reference incorporated herein, whereby the City would manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties.

D. Subject to the terms and conditions in this Agreement and the Termination Agreement, City desires to surrender City's interest in the Lease, the leasehold estate created, and all rights to the Property, and to release District from District's obligations under the Lease, and District desires to accept this surrender and to release City from City's obligations under the Lease.

E. County desires to surrender and release any County's rights, title or interest in the Lease, the leasehold estate created, and to the Property, further evidenced by County executing and delivering to District a Quitclaim Deed releasing, remitting and requiting any interest County may have had in the Property, and District desires to accept this surrender and to release County from the Lease.

F. On _____, 2012, District, County and City entered into that certain Termination Agreement ("Termination Agreement"), terminating the Lease and the MOU subject to certain terms and conditions. The terms of the Termination Agreement are incorporated by this reference.

G. The execution and recordation of this Agreement is intended to provide recorded public notice of the termination of the Lease and MOU as agreed between District and City in the Termination Agreement.

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

Section 1. Incorporation by Reference

The recitals are incorporated into this Agreement by this reference.

Section 2. Surrender

City surrenders all rights in, to, or under the Lease and the leasehold estate created, as of _____, 2012, and District accepts this surrender of the Leasehold. The Parties further mutually agree to terminate the MOU.

Section 3. Mutual Release

A. District, County and City release, waive and discharge each other and their agents, elected officials, contractors, officers, directors, employees, representatives, together with their predecessors and successors in interest, from any and all claims, demands, actions, injuries, causes of action, obligations, damages, loss of services, expenses and compensation and liabilities related in any way to all known or unknown resulting from, relating to, or arising, now or later, from any obligations in connection with or included in the Lease, and from all claims, actions and demands ("Dispute") that each may have against the other(s) by reason of the Lease. District, County and City represent and warrant that they have not sold, assigned, or otherwise transferred any of the claims released by this Agreement.

B. 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.

_____ District _____ County _____ City

C. Each party represents and warrants to the other party that the party has read and understood the Agreement with the release 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 4. Acceptance of Surrender

County and City hereby surrender their respective Leasehold interests in the Property and District accepts the surrender of the entire Leased Premises and Leasehold from the City and the County for the purpose of terminating this Lease. The Parties acknowledge that the phased improvements of the Leased Premises identified in the Lease have not been completed and that the condition of the Property is largely unimproved. District accepts the Property in its current condition, and City has no further obligation to complete any of the improvements or perform any of the obligations set forth in the Lease and MOU. When the District transfers the Property to the City, District shall have no liability with respect to the condition of the Leased Premises.

Section 5. Successors and Assigns

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

Section 6. Governing Law

This Agreement is governed by California law.

Section 7. Conflict Between Agreements

This Agreement is intended to provide recordable public notice of the termination of the Lease as agreed between the parties in the Termination Agreement. Therefore to the degree there are conflicts between the terms and conditions of the Termination Agreement and this Agreement, the terms and conditions in the Termination Agreement will prevail.

Section 8. Execution of Transfer Agreement.

City's surrender of its interest in the Lease is expressly contingent upon District concurrently executing the transfer agreement, transferring the Property from District to City ("Transfer Agreement"). The Transfer Agreement is incorporated herein by this reference. This Agreement will be void and of no effect if the Transfer Agreement is not executed concurrently with the execution of this Agreement. For purposes of execution and recordation, the Termination Agreement will be executed first, followed by this Agreement, and concluding with the Transfer Agreement and its exhibits.

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

DISTRICT:

**RIVERSIDE COUNTY REGIONALPARK AND
OPEN-SPACE DISTRICT, a special district**

By: _____
Chairman, Board of Directors

_____ Date:

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Deputy

By: _____
Synthia M. Gunzel
Deputy County Counsel

(SEAL)

Surrender of Leasehold
Quechan Park property

COUNTY:

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

By: _____
John Tavaglione, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By:  _____
Deputy County Counsel
Patricia Munroe

ATTACH ACKNOWLEDGEMENTS

CITY:

**CITY OF BLYTHE, a California
municipal corporation**

By: _____
Oscar Galvan, Mayor

ATTEST:

Mallory Sutterfield, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, before me, _____, notary public, personally appeared _____, 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 of Notary Public

ATTACHED TO: **SURRENDER OF LEASEHOLD**
 APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007
 and Portion of APN 833-310-004

(Seal)

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST;

THENCE, SOUTH 89°59'00" EAST A DISTANCE OF 1452.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 89° 59'00" EAST A DISTANCE OF 972.95 FEET ;
THENCE, SOUTH 51°01'00" WEST A DISTANCE OF 725.00 FEET;
THENCE, SOUTH 20°01'00" WEST A DISTANCE OF 720.00 FEET;
THENCE, SOUTH 51°39'39" WEST A DISTANCE OF 287.87 FEET;
THENCE, NORTH 78°33'43" WEST A DISTANCE OF 237.00 FEET;
THENCE, 182.15 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 86°58'13";

THENCE, NORTH 75°31'56" WEST A DISTANCE OF 150.70 FEET;
THENCE, 243.54 FEET ALONG A 1185.00 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 11°46'31";

THENCE, NORTH 63°45'24" WEST A DISTANCE OF 174.94 FEET;
THENCE, 124.68 FEET ALONG A 1800.00 FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 03°58'07";

THENCE, 75.94 FEET ALONG A 30.00 FOOT RADIUS CURVE CONCAVED EASTERLY AND THROUGH A CENTRAL ANGLE OF 145°02'05";

THENCE, 349.62 FEET ALONG A 620.00 FOOT RADIUS CURVE CONCAVED NORTHWESTERLY AND THROUGH A CENTRAL ANGLE OF 32°18'33";

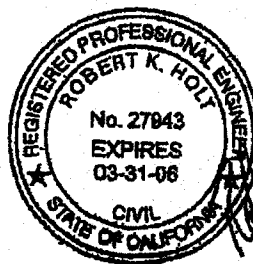
THENCE, NORTH 45°00'00" EAST A DISTANCE OF 621.47 FEET;

THENCE, 211.85 FEET ALONG A 269.71 FOOT RADIUS CURVE CONCAVED SOUTHEASTERLY AND THROUGH A CENTRAL ANGLE OF 45°00'15";

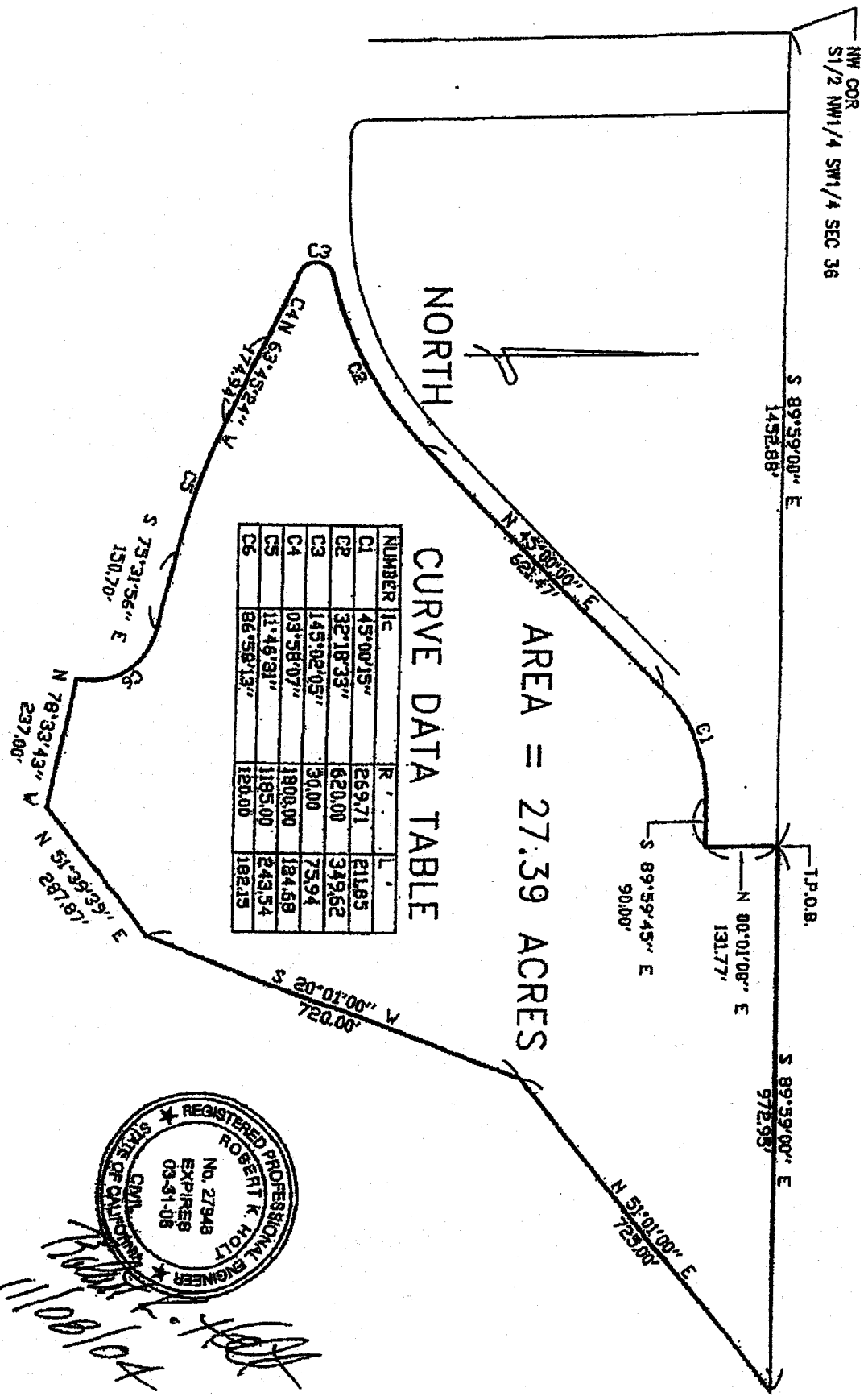
THENCE, SOUTH 89°59'45" EAST A DISTANCE OF 90.00 FEET;

THENCE, NORTH 00°01'00" EAST A DISTANCE OF 131.77 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY ENCLOSES AN AREA OF 27.39 ACRES.



NW COR
S1/2 NW1/4 SW1/4 SEC 36



S 89°59'00" E
1452.88'

I.P.O.B.

S 89°59'00" E
572.95'

N 00°01'08" E
131.77'

S 89°59'45" E
90.00'

N 51°01'08" E
729.00'

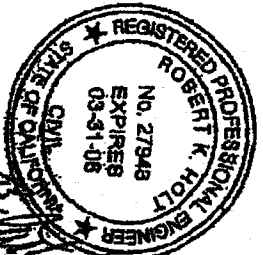
N 45°00'00" E
625.47'

NORTH

AREA = 27.39 ACRES

CURVE DATA TABLE

NUMBER	IC	R	L
C1	45°00'15"	269.71	211.85
C2	32°18'33"	620.00	329.62
C3	145°02'05"	30.00	75.94
C4	03°58'07"	1808.00	184.68
C5	11°48'31"	1185.00	243.54
C6	86°58'13"	120.00	182.15



Handwritten signature and date: 11/08/04

EXHIBIT "E"
QUITCLAIM DEED

**RECORDING REQUESTED BY RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT**

WHEN RECORDED MAIL TO:

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

WITH A CONFORMED COPY TO:

Office of County Counsel
Attn: County Counsel
3960 Orange Street, Ste 500
Riverside, CA 92501

City of Blythe
Attn: City Clerk
235 N. Broadway
Blythe, CA 92225

APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007 and Portion of APN 833-310-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "**Grantor**"), hereby remises, releases and forever quitclaims to 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, (hereinafter referred to as "**Grantee**"), its successors and assigns, all Grantor's right, title and interest in and to that certain real property situated in the County of Riverside, State of California, more fully described in **EXHIBIT A** attached hereto and incorporated herein by reference ("**Property**")

GRANTOR:

Dated: _____

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

By: _____

John Tavaglione
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY: Patricia Munroe 8/16/12
PATRICIA MUNROE DATE

**EXHIBIT A TO
QUITCLAIM DEED**

**Legal Description of Property
APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007
and Portion of APN 833-310-004**

[attached behind this page]

LEGAL DESCRIPTION

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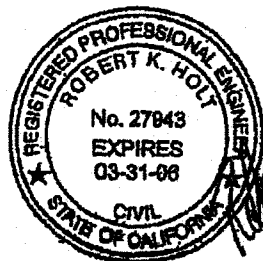
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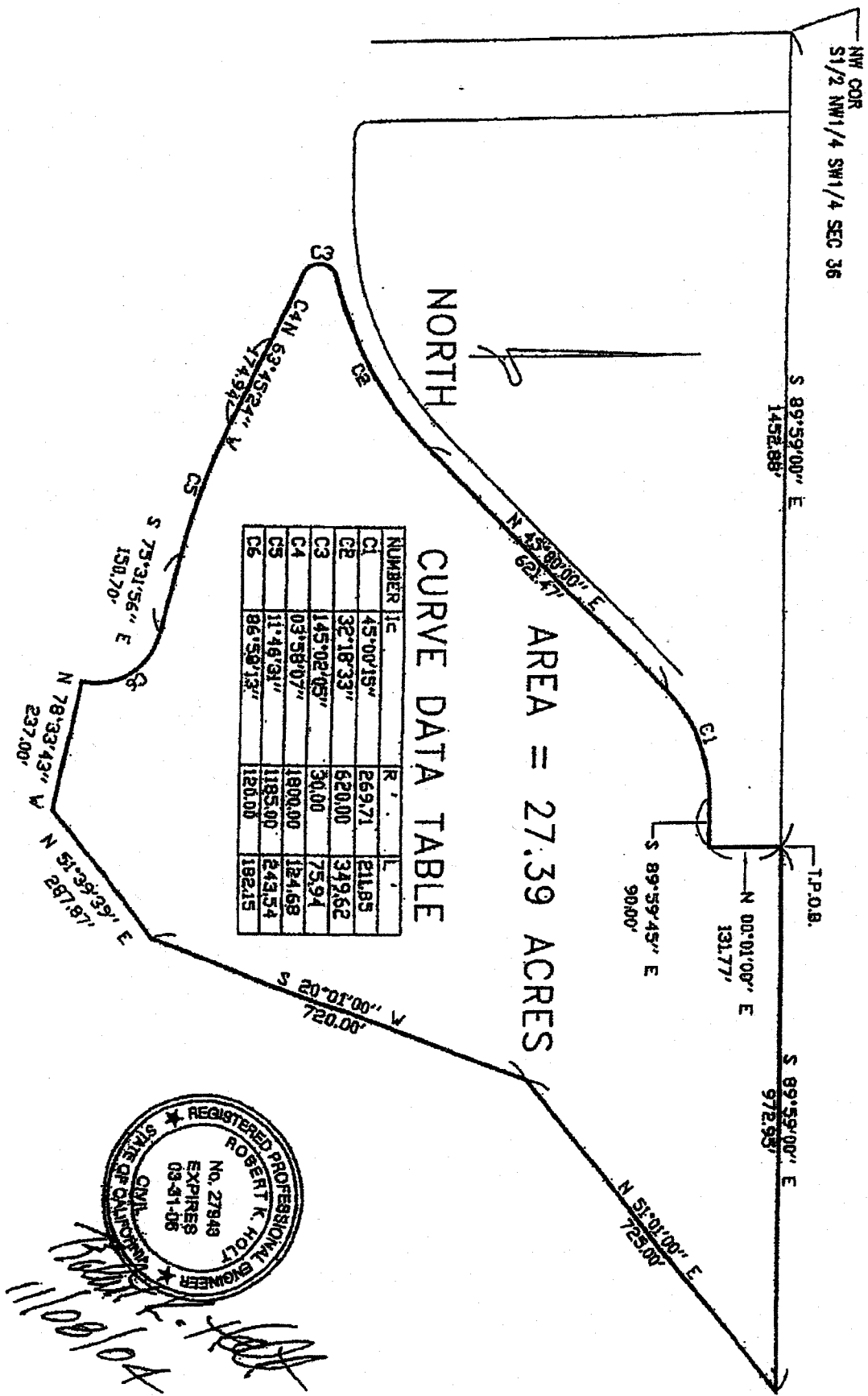
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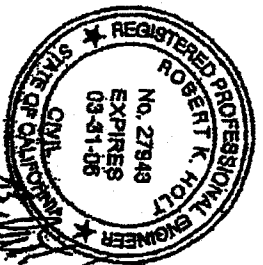
NW COR
S1/2 NW1/4 SW1/4 SEC 36



CURVE DATA TABLE

AREA = 27.39 ACRES

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C6	86°50'13"	120.00	182.15



Handwritten signature and date: 11/08/07

CERTIFICATE OF ACCEPTANCE
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from COUNTY OF RIVERSIDE, a political subdivision of the State of California to RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, is hereby accepted by order of the Board of Directors on _____ and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT consents to recordation thereof.

Dated _____

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT

By _____
CHAIRMAN, BOARD OF DIRECTORS

ATTACHED TO: QUITCLAIM DEED

APN's 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007
and Portion of APN 833-310-004

