

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL BY: Synthia M. Gunzel 8-1-13 DATE: 8-1-13 Departmental Concurrence

Consent  Policy  Consent  Policy

Dep't Recomm.:  Exec. Ofc.:



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

496



FROM: Regional Park & Open-Space District

SUBMITTAL DATE: July 30, 2013

SUBJECT: Lease Agreement between the Riverside County Regional Park and Open-Space District and the Idyllwild Water District for the Idyllwild Park Tollgate Tank Site Agreement - DISTRICT 3/3

RECOMMENDED MOTION: That the Board of Directors:

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

BACKGROUND: In June, 2012, the Idyllwild Water District (Water District) approached Regional Park and Open-Space District (Parks) to discuss the need to increase their water storage capacity in the Idyllwild Community. The addition of this tank will allow for stability in their water delivery system and allow for future expansion in the community.

(continued on page 2)

*[Signature]*

Scott Bangle, General Manager

2013-033D MB

FINANCIAL DATA N/A

Current F.Y. Total Cost:	\$ 0
Current F.Y. Net County Cost:	\$ 0
Annual Net County Cost:	\$ 0

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

SOURCE OF FUNDS:

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*  
Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

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

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: August 20, 2013  
 xc: Parks

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

RECEIVED DISTRICT 3/3

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

13-1 D

**SUBJECT:** Lease Agreement between the Riverside County Regional Park and Open-Space District and the Idyllwild Water District for the Idyllwild Park Tollgate Tank Site Agreement - DISTRICT 3/3

**BACKGROUND:**

It was the Water District's desire to locate the storage tank on Parks property. The two agencies investigated numerous sites on Park owned land and selected two sites within the boundary of Idyllwild Regional Park. The most remote and least visual site was approved in March, 2013. When complete, the initial beneficiaries will be: Parks Idyllwild Regional Park, receiving fire hydrants for fire protection and new service capabilities for future park expansion; Idyllwild School for the Performing Arts, current expansion; and Boy Scouts of America, Idyllwild Boy Scout Camp, improved water service.

All studies, permits, construction, inspection and costs thereof for the storage tank and maintenance are to be the sole responsibility of the Water District.

The water storage tank agreement and project was vetted to the Parks District Advisory Commission and approved.

The Agreement has been reviewed and approved as to form by County Counsel and the Idyllwild Water District's Counsel.

Lease Agreement  
by and between  
Riverside County Regional Park and Open-Space District  
and  
Idyllwild Water District  
for  
Idyllwild Park Tollgate Tank Site Agreement

The Riverside County Regional Park & Open-Space District, a park and open space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (hereinafter called "LESSOR"), enters into this Lease Agreement ("Lease") with Idyllwild Water District, a public agency, (hereinafter called "LESSEE") to lease the property described below upon the following terms and conditions.

1. Leased and Licensed Premises.

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following: 1) one (1) tank site, approximately one-hundred-fifty (150) foot by one-hundred-fifty (150) foot approximately square portion of the northern central portion of a parcel-Assessor's Parcel Number 561-020-011, owned or under the control of LESSOR, 2) a license to install, maintain, repair and operate, with in a twenty (20) foot wide by two thousand four hundred fifty (2,450) linear foot area, water pipeline as depicted on Exhibit "A" and described in Exhibit "B" attached hereto and made a part hereof. The license granted herein is in effect so long as the Lease remains in effect. In the exercise of LESSEE'S right to use the tank site and water pipeline LESSOR grants for the term of this Lease ingress and egress rights to the LESSEE for maintenance, for the placement, replacement and operation purposes. The tank site, and water pipeline area referred to in this paragraph shall hereafter be collectively referred to as the "Leased Premises."

2. Lease Term

The initial term of this Lease shall be twenty-five (25) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 2013 and ending on the last day of \_\_\_\_\_, 2038 subject to the provisions contained in paragraph 10 herein.

2a. Options to extend.

Provided that the LESSEE is not in default of any of the terms and conditions contained herein, LESSEE and LESSOR shall have the right to extend the term of this Lease in increments of ten (10) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2038, for a total term of ninety-nine (99) years.

3. Lease Consideration.

In consideration for this Lease, LESSEE shall design, provide and install a two (2) six (6) inch fire hydrants along the Idyllwild Park Drive starting at the park access gate on Delano Drive and proceeding northerly on the existing park drive to provide adequate water for fire protection to the existing facilities as part of the planned eight (8) inch water line on the property. The LESSEE shall bare all costs for the design, permitting and construction of the line and hydrant. The LESSEE shall bare all cost of maintenance, testing and water costs for the operation of the system for the terms of the original Lease and subsequent extensions to the final period of the Lease. The Lessee additionally agrees to provide water service/access for future expansion pending a "water stage" condition prohibiting issuance of new water service at time of consultation with LESSOR.

4. Ingress and Egress.  
LESSEE shall be permitted ingress and egress to and from the Leased Premises over such routes as are designated by the Regional Park & Open-Space District General Manager or his designee.
5. Signs.  
LESSEE shall not erect, maintain or display any signs or other forms of advertising upon the Leased Premises without first obtaining the written approval of LESSOR.
6. Utilities, Maintenance, Repairs, and On-Site Improvements by Lessee.
  - a. LESSEE shall make all arrangements for utility services to the tank site and shall at LESSEE'S sole cost and expense, keep the premises in good order, condition and repair including LESSEE'S equipment and structures. LESSOR and LESSEE agree that from time to time LESSEE will be required to excavate, repair and replace pipelines and repair and replace tank equipment. LESSEE agrees to take reasonable steps to avoid unduly interfering with LESSOR'S use of its property. The LESSEE'S structures at the tank site will conform to the surrounding landscape to the extent reasonably practical.
  - b. Any alterations, improvements or installation of fixtures to be undertaken by LESSEE shall have the prior written consent of the LESSOR after LESSEE has submitted proposed plans for such alterations, improvement of fixtures to LESSOR in writing. The LESSEE'S structures and improvements shall be in compliance with all laws and ordinances.
7. Compliance with Government Regulations.  
LESSEE shall, at LESSEE'S sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Leased Premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of LESSEE in any action or proceedings against LESSEE, whether LESSEE be a party thereto or not, that LESSEE has violated any such statutes, regulations, rules, ordinances, or orders in the use of the Leased Premises shall be conclusive of that fact as between LESSOR and LESSEE.
8. Insurance.  
LESSEE shall during the term of this Lease:
  - a. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.
  - b. Procure and maintain comprehensive general liability insurance coverage or demonstrate self-insurance coverage that is acceptable to LESSOR that shall protect LESSEE from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from LESSEE'S use of the Leased Premises or the performance of its obligations hereunder whether such use or performance by LESSEE, by any subcontractor or by any one employee directly or indirectly by either of them should LESSEE come under the Special District pooled Risk, provide LESSOR with proof of such coverage and the limits of coverage that are available.

- c. Cause its insurance carriers to furnish LESSOR by direct mail with Certificate(s) of self-insurance showing that such insurance is in full force and effect. LESSEE shall not take possession or otherwise use the Leased Premises until LESSOR has been furnished certificate(s) of self-insurance as otherwise required in this paragraph 8.
9. Hold Harmless.  
LESSEE shall indemnify and hold LESSOR, its Board of Directors, officers, elected and appointed officials, employees, agents and representatives, free and harmless from and against any and all claims arising from LESSEE'S use or occupancy of the Premises or from the negligent conduct of its business or from any negligent activity, work, or things that may be permitted by LESSEE on or about the Premises.
10. Assignment.  
LESSEE cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of LESSOR being first obtained, which consent shall not be unreasonably withheld. In the event of any such transfer, as provided in this Paragraph 10, LESSEE expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Lease.  
Notwithstanding the above, LESSEE, without being relieved of any of its obligations and duties contained herein may assign its rights hereunder to any entity that is wholly owned by LESSEE, or which wholly owns LESSEE, without the necessity of the above required consent; provided, however, that upon execution of such assignment, a conformed copy shall be provided forthwith to LESSOR.
11. Successor and Assigns.  
The terms, conditions, and covenants of this Lease Agreement shall be binding upon and shall insure to the benefit of each of the parties hereto, their heirs, personal representative, successors and assigns.
12. Free from Liens.  
LESSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to LESSEE in, upon, or about the Premises, and which may be secured by a mechanic's material men's or other lien against the Premises or LESSOR'S interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if LESSEE desires to contest any such lien. it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event. LESSEE shall forthwith pay and discharge said judgment.
13. Inspection of Premises.  
LESSOR, through its duly authorized agents, shall have, at any time during normal business hours, the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of LESSEE hereunder and for the purpose of doing any and all things that it is obligated and has a right to do under this Lease.

14. 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:

LESSOR  
Riverside County  
Regional Park & Open-Space District  
4600 Crestmore Road  
Riverside, CA 92509-6858

LESSEE  
Idyllwild Water District  
25945 Idyllwild Road  
P.O. Box 397  
Idyllwild, CA 92549-0397

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

15. Permits, Licenses and Taxes.

LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LESSEE shall pay for all fees and taxes levied or required by any authorized public entity. LESSEE recognizes and understands that this Lease may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest.

16. LESSOR's Representative.

The Regional Park & Open-Space District General Manager will serve as LESSOR'S authorized representative to administer this Lease.

17. Prior Agreements.

This Lease Agreement contains agreements between the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, signed by the parties.

18. Authority.

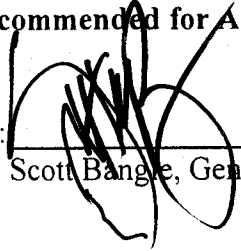
The parties to this Lease Agreement hereby represent and warrant that the individuals signing this agreement on behalf of the parties are duly authorized to do so and to bind the parties hereto.


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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
(LESSOR)**

**Recommended for Approval:**

By:   
\_\_\_\_\_  
Scott Bangle, General Manager

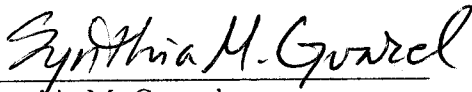
By:   
\_\_\_\_\_  
Kevin Jeffries, Chairperson,  
Board of Directors

Date: \_\_\_\_\_

Date: AUG 20 2013

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

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

By:   
\_\_\_\_\_  
Cynthia M. Gunzel  
Deputy County Counsel


BY:   
\_\_\_\_\_  
Deputy

Seal

**IDYLLWILD WATER DISTRICT  
(LESSEE)**

**Recommended for Approval:**

By:   
\_\_\_\_\_  
Terry Lyons, General Manager

By:   
\_\_\_\_\_  
W. Warren Monroe  
President, Board of Directors

Date: 7-24-13

Date: 7-24-2013

# Exhibit "A"

IDLILLWILD, CA  
**LEE ARNOLD**  
LAND SURVEYING



0 100 200 ft

**A.P.N. 561-020-011**

Prepared for Idyllwild Water District  
P.O. Box 397  
Idyllwild, CA 92549



## **EXHIBIT "B"**

An easement, being a strip of land, 20 feet in width for ingress-egress, water transmission lines and water storage, in favor of the Idyllwild Water District, over, under and across that portion of the Northwest one-quarter of Section 13, T.5 S., R. 2 E., S.B.M. The centerline of said 20 foot strip being further described as follows:

### **Parcel 1:**

COMMENCING at the Southwest extremity of that certain course called out as S.14°50' 48" W., 127.99', said point being on the Westerly right of way of Delano Drive and is shown as a 11/2" I.P. (O.D.)w/ Riv. Co. Survey tag stamped "R/W" per Record of Survey on file in Book 121, Page 5, official records of Riverside County, California;

THENCE N.14° 50' 48" E., along said Westerly right of way, 127.99 feet to the beginning of a curve concave to the West and having a radius of 170.00 feet;

THENCE continuing in a Northerly direction along said curve, thru a central angle of 21° 43' 05", an arc length of 64.44 feet to the POINT OF BEGINNING of said centerline to be described;

THENCE N. 83° 58' 32" W., 79.16 feet;

THENCE N. 71° 45' 32" W., 110.89 feet;;

THENCE N. 81° 41' 32" W., 106.61 feet;

THENCE N. 68° 08' 22" W., 163.96 feet;

THENCE S. 60° 27' 38" W., 93.83 feet;

THENCE S.26° 43' 08" W., 59.63 feet;

THENCE S. 64° 44' 53" W., 37.68 feet;

THENCE N. 72° 56' 12" W., 308.39 feet;

THENCE S. 67° 02' 08" W., 197.00 feet;

THENCE S. 82° 02' 08" W., 64.33 feet;

THENCE N. 76° 41' 27" W., 43.98 feet;

THENCE N. 03° 29' 52" W., 170.54 feet;

THENCE N. 25° 56' 48" E., 114.77 feet;

THENCE N. 6° 05' 57" W., 77.39 feet;

THENCE N. 20° 57' 23" E., 83.72 feet;

THENCE N. 01° 02' 03" E., 100.53 feet;

THENCE N. 57° 29' 18" E., 32.40 feet;

THENCE S. 77° 57' 22" E., 27.78 feet, said point shall be hereinafter referred to as "Point A"; said point is also the end of the centerline of the 20 foot easement. The sidelines of said 20 foot easement shall be lengthened or shortened to coincide with the adjoiner;

## PARCEL 2

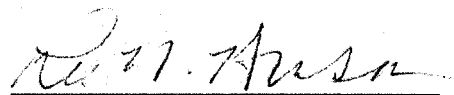
An easement for a water storage tank, 100.00 feet in diameter, in favor of the Idyllwild Water District, over, under and across that portion of the Northwest one-quarter of Section 13, T. 5 S., R. 2 E., S.B.M., a radial line to the center of said tank site being further described as follows;

BEGINNING at the previously referred to "Point A" per Parcel 1 legal description for ingress-egress, in favor of the Idyllwild Water District per this same document;

THENCE S. 77° 57' 22" E., 50.00 feet to the radius point of a 100 foot diameter tank site, and the end of said description.

The bearings shown hereon are based on said Record of Survey recorded in Book 121, Page 5 of Records of Surveys, Riverside County records.

This document was prepared by me or under my supervision on February 21, 2013.



Lee N. Arnson, P.L.S. 8389

Expiration date: 3/31/14

