

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRAMOS DATE 7/31/14

Departmental Concurrence

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

348



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

**SUBMITTAL DATE:**  
 August 27, 2014

**SUBJECT:** Revenue Lease between the County of Riverside Economic Development Agency and AMIS Pharmacy Corporation, 5 year Lease, District 4/District 4, CEQA Exempt [\$0]

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

1. Find that the leasing of the building is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15061 (b) (3) , as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and Section 15301, Class 1, as the project involves negligible or no expansion of an existing use;
2. Approve the Lease between AMIS Pharmacy Corporation DBA as Mecca Community Pharmacy as Lessee, and the County of Riverside as Lessor and authorize the Chairman of the Board to execute the same on behalf of the County; and

(Continued)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2014/15 – 2018/19	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: September 9, 2014  
 xc: EDA, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-31

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

Economic Development Agency/Facilities Management

**FORM 11:** Revenue Lease between the County of Riverside Economic Development Agency and AMIS Pharmacy Corporation, 5 year Lease, District 4/District 4, CEQA Exempt [\$0]

**DATE:** August 27, 2014

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**RECOMMENDED MOTION:** (Continued)

- 3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

**BACKGROUND:**

**Summary**

In 2005 the Riverside Economic Development Agency (EDA) completed construction of the Mecca Family Care Clinic located at 91-275 Avenue 66, Mecca. The facility is primarily occupied by the Department of Public Social Services and the Department of Public Health. A portion of the facility is occupied by the AMIS Pharmacy (Pharmacy) which has occupied clinical office space at the facility since 2008, has requested to extend the lease term for five years, retroactively to January 1, 2014, to continue to provide health care services to the Mecca community and surrounding areas.

The Pharmacy occupies a 1,275 sq. ft. portion of space within the 16,394 sq. ft. Mecca Family Care Clinic with other non-profit health care providers.

No expansion of an existing use will occur pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities Class 1 and General Rule Exemption Section 15061 (b) (3), a Notice of Exemption will be filed with the County Clerk. The proposed project is the letting of property involving existing facilities with no expansion of existing use.

**The terms of the lease are as follows:**

Lessee:	AMIS Pharmacy Corporation, dba Mecca Community Pharmacy	
Premises:	91-275 Avenue 66, Mecca, CA	
Square Footage:	1,275 square feet, expiring December 31, 2018	
Term:	Five Years	
Monthly Rent:	Current	New
	\$1.35 per sq. ft.	\$1.35 per sq. ft.
	\$1,721 per month	\$1,721 per month
	\$20,652 per year	\$20,652 per year

Rent Adjustments: The Rent shall be increased two percent annually during the term

**Impact on Residents and Businesses**

The Pharmacy will continue to provide the Mecca community and surrounding areas with health care benefits and clinical services at the Mecca Family Health Care Clinic.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

None

(Continued)

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**Contract History and Price Reasonableness**

This is a new five year lease. The lease rate is deemed competitive based on current market rate.

Attachments:

Revenue Lease

Notice of Exemption



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

NOTICE OF EXEMPTION

9/2/14 Date

KD Initial

June 30, 2014

Project Name: County of Riverside, Mecca Community Pharmacy, Mecca Family Care Clinic Site Lease

Project Number: FM047460000800

Project Location: APN: 727-272-030; 91-275 Avenue 66, Mecca, California Latitude: 33° 34' 8.4"N, Longitude: -116° 04' 12.68"W. (See attached exhibit).

Description of Project: The County of Riverside, Economic Development Agency (EDA) proposes to enter into a five year revenue lease agreement, commencing retroactively January 1, 2014, with AMIS Pharmacy Corporation, DBA Mecca Community Pharmacy as Lessee for clinical office space at the Mecca Family Care Clinic. AMIS Pharmacy has occupied the office space at the facility since 2008 and has requested to extend its tenancy with the County and continue to provide health care services to the Mecca community and surrounding areas. The pharmacy occupies a 1,275 sq. ft. portion of space within the 16,394 sq. ft. Mecca Family Care Clinic along with the Department of Public Social Services and the Riverside Community Health Agency.

The proposed lease is the letting of property involving existing facilities with no expansion of existing use. The pharmacy will continue to provide the Mecca community and surrounding areas with health care benefits and clinical services at the Mecca Family Health Care Clinic. No physical changes to the structure are anticipated and the clinic will continue to operate as it currently exists.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency


Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1 – Existing Facilities and General Rule Exemption Section 15061.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only includes entering into a new lease with the existing tenant. These changes will not alter the existing and ongoing use of the site as a health care services provider and will neither increase nor decrease the level of service that occurs at the site. Therefore, no environmental impacts are anticipated to occur.

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- Section 15301 – Class 1 Existing Facilities Exemption. The project as proposed is a continued lease of a public facility between the County of Riverside, Economic Development Agency and Mecca Community Pharmacy. The lease for the existing public structure has been ongoing between both parties since 1999. The new lease will not alter the existing and ongoing use of the site as a health care services provider and will neither increase nor decrease the level of service that occurs at the site. No construction will occur as part of this lease.
- Section 15061 (b) (3) - General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The new lease will not require any construction activities and will not result in any operational changes of the use of the site as a health care services provider. Further, the lease will not expand or intensify the ongoing use of the site as a clinic. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 6.30.14

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency



1 (b) Hours of Operation:

2 1. The Pharmacy shall, at minimum, be open to the public Monday  
3 through Friday from 8:00 a.m. to 6:00 p.m.

4 2. The Pharmacy may be open evenings, weekends and holidays at  
5 the discretion of the Lessee.

6 **SECTION 4. Extension.** Any extension of the term of this sublease shall be  
7 upon mutual agreement by County and Lessee, and shall be incorporated by  
8 amendment to the Lease.

9 **SECTION 5. Rent.** Lessee shall pay \$1,721 per month (1.35 per square foot)  
10 to the County on the first of every month ("Rent"). An annual increase of 2% to Rent  
11 shall commence in the second year of the lease and annually thereafter, for the term of  
12 this Lease. Payments shall be mailed to: Riverside County Economic Development  
13 Agency-Fiscal Department, 3133 Mission Inn Avenue, Riverside, CA 92507.

14 **SECTION 6. Utilities & Maintenance.** Rent shall include all utility services  
15 used in connection with the operation of the premises (excluding phones and computer  
16 connectivity) throughout the term of this lease including water, sewer, gas, refuse  
17 removal, electrical, building maintenance and repair, and security services, parking  
18 spaces, fire insurance and extended coverage, building signage as applicable, and  
19 landscaping.

20 **SECTION 7. Improvements.** County has prepared the Premises for useful  
21 occupancy as necessary to perform the functions required. All alterations and  
22 improvements to be made and fixtures installed or caused to be made and installed,  
23 shall become the property of County with the exception of Lessee may remove such  
24 shelving provided, however, that such removal does not cause injury or damage to the  
25 leased Premises, or in the event it does, Lessee shall restore the Premises to their  
26 original shape and condition. In the event shelving is not removed, County may at its  
27 own discretion, either: 1) remove and store such shelving and restore the Premises for  
28 the account of Lessee, and in such event, Lessee shall within thirty days (30) after

1 billing and accounting reimburse County for the costs so incurred, or 2) take and hold  
2 such shelving as its sole property.

3 **SECTION 8. County's Obligation.** County's obligation over the life term of the  
4 lease shall include:

5 A Care of landscaping (including plant materials and irrigation equipment)  
6 and hardscaping.

7 B. Back-up generator maintenance, testing, fueling, and permitting.

8 C. Payment for sewer, water, electrical, trash.

9 **SECTION 9. Lessee's Obligation.** Lessee's obligations shall include:

10 A. Compliance with federal, state and local laws, rules and regulation and in  
11 particular meet and maintain State of California's licensing requirements to operate a  
12 retail pharmacy.

13 B. Sole responsibility for the security measures to safeguard the storage  
14 and dispensing of medications and medical supplies.

15 C. Arrange and pay all costs for computers, internet services and custodial  
16 services.

17 **SECTION 10. Option to Terminate.**

18 A. Lessee shall have the option to terminate this lease if the Center is  
19 destroyed or damaged to the extent that it cannot be repaired within sixty (60) days, or  
20 if more than 25% of the Premises are destroyed.

21 B. County may terminate this lease in the event of a material default and  
22 breach of this lease, by giving (30) days written notice of such breach and Lessee has  
23 failed to either cure the default or commerce such cure in a timely manner.

24 **SECTION 11. Taxes, Assessments and Fees.**

25 (a) Lessee recognizes and understands the terms of this Lease shall result in  
26 the creation of a possessory interest, subject to taxation. Lessee shall be responsible  
27 the payment of possessory interest taxes levied on such interest. Lessee shall be  
28



1 responsible for the payment of, and shall timely pay, all taxes, including personal  
2 property taxes, assessments, and fees assessed or levied upon Lessee.

3 (b) Lessee further agrees not to allow such taxes, including personal  
4 property taxes, assessments, or fees to become a lien against said premises or any  
5 improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit  
6 Lessee from contesting the validity of amount of any such tax, assessment, or fee in  
7 any manner authorized by law.

8 **SECTION 12. Inspection of Premises.** County, through its duly authorized  
9 agents, shall have the right to enter the leased premises for the purpose of inspecting,  
10 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of  
11 doing any and all things which it is obligated and has a right to do under this Lease.

12 **SECTION 13. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the  
13 use of the leased premises so long as it shall fully and faithfully perform the terms and  
14 conditions that it is required to do under this Lease.

15 **SECTION 14. Compliance with Government Regulations.** Lessee shall, at  
16 Lessee's sole cost and expense, comply with the requirements of all local, state and  
17 federal statutes, regulations, rules, ordinances and orders now in force or which may  
18 be hereafter in force, pertaining to the leased premises. Any final judgment, decree or  
19 order of any court of competent jurisdiction, or the admission of Lessee in any action or  
20 proceedings against Lessee that Lessee has violated any such statutes, regulations,  
21 rules, ordinances or orders in the use of the leased premises, shall be conclusive of  
22 that fact as between County and Lessee.

23 **SECTION 15. Nondiscrimination.** Lessee herein covenants by and for himself  
24 or herself, his or her heirs, executors, administrator, and assigns, and all persons  
25 claiming under or through them, that this Lease is made and accepted upon and  
26 subject to the following conditions: That there shall be no discrimination against or  
27 segregation of any person or group of persons on account of any basis listed in section  
28 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the

1 leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property  
2 herein leased, nor shall the Lessee himself or herself, or any persons claiming under or  
3 through him or her, establish or permit any such practice or practices of discrimination  
4 or segregation with reference to the selection, location, number, use or occupancy of  
5 tenants, lessees, subtenants, subleases or vendees in the Property herein conveyed.  
6 The foregoing covenants shall run with the land.

7 **SECTION 16. Default.**

8 (a) Lessee shall be in default if the Premises is used for any purpose  
9 other than that authorized in the Lease, fails to maintain the Premises or the  
10 improvements in the manner provided for in the Lease, fails to pay any installment of  
11 rent or other sum when due as provided for in the Lease, fails to comply with or  
12 perform any other covenant, condition, provision or restriction provided for in the  
13 Lease, abandons the Premises, allows the Premises to be attached, levied upon, or  
14 seized under legal process; or if the Lessee files or commits an act of bankruptcy, has  
15 a receiver or liquidator appointed to take possession of the Premises, or commits or  
16 permits waste on the Premises (collectively referred to as a "Default"), then the Lessee  
17 shall be deemed in default under the terms of the Lease.

18 (b) In case of Default, County shall provide a thirty (30) day written  
19 notice to Lessee to remedy any and all defaults. Upon the failure of Lessee to promptly  
20 remedy such Default, County shall have the right to terminate this Lease and retake  
21 possession of the Property together with all additions, alterations, and improvements  
22 thereto. County shall also retain all rights to seek any and all remedies at law or in  
23 equity.

24 **SECTION 17. Termination by County.** Notwithstanding the provisions of  
25 Default, County shall have the right to immediately terminate this Lease for the  
26 following:

27 (a) In the event a petition is filed for voluntary or involuntary  
28 bankruptcy for the adjudication of Lessee as debtors.

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

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

5 (d) In the event Lessee fails to perform its obligations to the Incubator  
6 Facility.

7 **SECTION 18. Insurance.** Lessee shall during the term of this Lease procure at  
8 its sole cost and expense and keep in full force and effect from the commencement  
9 date of this Lease continuing until the end of the term of the Lease the following  
10 insurance provisions:

11 (a) Workers' Compensation. Procure and maintain Workers'  
12 Compensation Insurance as prescribed by the laws of the State of California.

13 (b) Comprehensive General Liability. Procure and maintain  
14 Comprehensive Broad Form General Liability insurance coverage that shall protect  
15 Lessee from claims including, but not limited to, damages for premises liability,  
16 contractual liability, personal and advertising injury (broad form) which may arise from  
17 or out of Lessee's operation use and management of the leased premises and grounds  
18 or the performance of its obligations hereunder, whether such operations, use or  
19 performance be by Lessee, by any subcontractor, vendor, or by anyone employed  
20 directly or indirectly by either of them or volunteers serving either of them. Such  
21 insurance shall name County of Riverside, its directors, officers, special districts, Board  
22 of Supervisors, employees, agents or representatives as additional insureds with  
23 respect to this Lease and the obligations hereunder with limits not less than \$1,000,000  
24 per occurrence combined single limit. Policy shall provide for \$5,000 in medical  
25 payments coverage per occurrence, and fire legal liability in an amount not less than  
26 \$50,000 per occurrence.

27 (c) Vehicle Liability. Lessee shall procure auto liability as required by  
28 the State of California.

1 (d) All Risk Real and Personal Property.

2 (1) The leased premises will continue to remain insured by the  
3 County Property Program at no additional cost to Lessee. The County of Riverside  
4 shall continue to be responsible for all risk, earthquake and flood deductibles.

5 (2) The leased premises will continue to remain insured by the  
6 County Boiler and Machinery Program. The County of Riverside shall continue to be  
7 responsible for any and all deductibles relating to Boiler and Machinery insurance  
8 coverage.

9 (e) General Insurance Provisions.

10 (1) Any insurance carrier providing insurance coverage  
11 hereunder shall be admitted to the State of California unless waived, in writing, by  
12 County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less  
13 than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be  
14 declared by such carrier(s) and such deductibles and retentions shall have the prior  
15 consent, in writing, from the County Risk Manager and, at the election of the County  
16 Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or  
17 eliminate such deductibles or self-insured retentions relating to the County of  
18 Riverside, its officers, employees or agents, or (2) procure a bond which guarantees  
19 payment of losses and related investigations, claim(s) administration and defense  
20 expenses and costs. If no written notice is received from County Risk Manager within  
21 ten (10) days of the acceptance of agreement then such deductibles or self-insured  
22 retentions shall be deemed acceptable.

23 (2) Lessee shall cause its insurance carrier(s) to furnish the  
24 County of Riverside with either (1) properly executed original Certificate(s) of Insurance  
25 and certified original copies of endorsements effecting coverage as required herein, or  
26 (2) if requested to do so, in writing, by County Risk Manager, provide original Certified  
27 copies of policies including all endorsements and any and all attachments thereto,  
28 showing that such insurance is in full force and effect, and County of Riverside, its

1 directors, officers, special districts, Board of Supervisors, elected officials, employees,  
2 agents or representatives are named as additional insureds with respect to this Lease  
3 and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of  
4 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days'  
5 written notice shall be given to the County of Riverside prior to any modification,  
6 cancellation, expiration or reduction in coverage of such insurance. In the event of any  
7 such modification, cancellation, expiration or reduction in coverage and on the effective  
8 date thereof, this Lease shall terminate forthwith, unless the County of Riverside  
9 receives prior to such effective date another properly executed original Certificate of  
10 Insurance and original copies of endorsements or certified original policies including all  
11 endorsements and attachments thereto evidencing coverages set forth herein and the  
12 insurance required herein is in full force and effect. Lessee shall not take possession  
13 or otherwise use the leased premises until the County of Riverside has been furnished  
14 original Certificate(s) of Insurance and certified original copies of endorsements or  
15 policies of insurance including all endorsements and any and all other attachments as  
16 required in this Section. The original endorsements for each policy and the Certificate  
17 of Insurance shall be signed by an individual authorized by the insurance carrier to do  
18 so on its behalf.

19 (3) It is understood and agreed to by the parties, and the  
20 insurance company(s), Certificate(s) of Insurance and policies shall so covenant and  
21 shall be construed as primary and County's insurance and/or deductibles and/or self-  
22 insured retentions or self-insured programs shall not be construed as contributory.

23 (f) Professional Liability. Lessee shall procure and maintain  
24 professional liability insurance coverage to protect from any liability whatsoever based  
25 on or asserted by any claim, act or omission of Lessee, its officers, agents, employees,  
26 subcontractors and independent contractors, relating to or in any way connected with  
27 or arising from the agreement and/or for any error or omission by Lessee its  
28 employees, agents, Officers or subcontractors. The amount of such insurance shall

1 not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in  
2 the aggregate.

3 **SECTION 19. Hold Harmless.**

4 (a) Lessee represents that it has inspected the leased premises,  
5 accepts the condition thereof and fully assumes any and all risks incidental to the use  
6 thereof. County shall not be liable to Lessee, its officers, agents, employees,  
7 subcontractors or independent contractors for any personal injury or property damage  
8 suffered by them which may result from hidden, latent or other dangerous conditions in,  
9 on, upon or within the leased premises, provided, however, that such dangerous  
10 conditions are not caused by the sole negligence of County, its officers, agents or  
11 employees.

12 (b) The specified insurance limits required in Section 23 above shall in  
13 no way limit or circumscribe Lessee's obligations to indemnify and hold County free  
14 and harmless herein.

15 **SECTION 20. Assignment.** Lessee shall not assign, sublet, mortgage,  
16 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations  
17 hereunder to any person or entity without the prior written consent of County being first  
18 obtained, which consent shall be in the absolute discretion of County. In the event of  
19 any such transfer, as provided in this Section, Lessee expressly understands and  
20 agrees that it shall remain liable with respect to any and all of the obligations and  
21 duties contained in this Lease.

22 **SECTION 21. Indemnification.** Unless due to the active negligence of the  
23 County, Lessee shall indemnify and hold harmless the County of Riverside, its  
24 agencies, districts, special districts and departments, their respective directors, officers,  
25 Board of Supervisors, elected and appointed officials, employees, agents and  
26 representatives ("County Parties") from any liability whatsoever, based or asserted  
27 upon any act or omission of Lessee, its officers, employees, subcontractors, agents or  
28 representatives arising out of or in any way relating to or in any way connected with the

1 leased premises or this Lease, including but not limited to property damage, bodily  
2 injury, or death or any other element of any kind or nature whatsoever. Lessee shall  
3 defend, at its sole expense, all costs and fees including, but not limited, to attorney  
4 fees, cost of investigation, defense and settlements or awards, County Parties in any  
5 claim or action based upon such alleged acts or omissions.

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

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

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

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

22 Survival of Indemnification. The paragraphs of this Section 21 shall survive the  
23 expiration or earlier termination of this Lease until all claims against County Parties  
24 involving any of the indemnified matters are fully, finally, and absolutely barred by the  
25 applicable statutes of limitations.

26 **SECTION 22. Toxic Materials.** During the term of the Lease and any  
27 extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or  
28 regulation, relating to industrial hygiene or to the environmental condition on, under or

1 about the leased premises, including, but not limited to, soil and groundwater  
2 conditions. Further, Lessee, its successors, assigns and sublessees, shall not use,  
3 generate, manufacture, produce, store or dispose of on, under or about the leased  
4 premises or transport to or from the leased premises any flammable explosives,  
5 asbestos, radioactive materials, hazardous wastes, toxic substances or related  
6 injurious materials, whether injurious by themselves or in combination with other  
7 materials (collectively, "hazardous substances," "hazardous materials" or "toxic  
8 substances") in the Comprehensive Environmental Response, Compensation and  
9 Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous  
10 Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource  
11 Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances  
12 defined as "Hazardous Wastes" in section 25117 of the California Health and Safety  
13 Code or as "Hazardous Substances" in section 25316 of the California Health and  
14 Safety Code; and in the regulations adopted in publications promulgated pursuant to  
15 said laws.

16 **SECTION 23. Free From Liens.** Lessee shall pay, when due, all sums of  
17 money that may become due for any labor, services, material, supplies, or equipment,  
18 alleged to have been furnished or to be furnished to Lessee, in, upon, or about the  
19 leased premises, and which may be secured by a mechanics', materialman's or other  
20 lien against the leased premises or County's interest therein, and will cause each such  
21 lien to be fully discharged and released at the time the performance of any obligation  
22 secured by such lien matures or becomes due; provided, however, that if Lessee  
23 desires to contest any such lien, it may do so, but notwithstanding any such contest, if  
24 such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so  
25 stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
26 pay and discharge said judgment.

27 **SECTION 24. Employees and Agents of Lessee.** It is understood and agreed  
28 that all persons hired or engaged by Lessee shall be considered to be employees or



1 agents only of Lessee and not of County.

2       **SECTION 25. Binding of Successors.** Lessee, its assigns and successors in  
3 interest, shall be bound by all the terms and conditions contained in this Lease, and all  
4 the parties thereto shall be jointly and severally liable hereunder.

5       **SECTION 26. Waiver of Performance.** No waiver by County at any time of  
6 any of the terms and conditions of this Lease shall be deemed or construed as a  
7 waiver at any time thereafter of the same or of any other terms or conditions contained  
8 herein or of the strict and timely performance of such terms and conditions.

9       **SECTION 27. Severability.** The invalidity of any provision in this Lease as  
10 determined by a court of competent jurisdiction shall in no way affect the validity of any  
11 other provision hereof.

12       **SECTION 28. Governing Law; Venue.** This Agreement shall be governed by  
13 and construed in accordance with the laws of the State of California. The County and  
14 Lessee agree that this Agreement has been entered into at Riverside, California, and  
15 that any legal action related to the interpretation or performance of the Agreement shall  
16 be filed in the Superior Court for the State of California in Riverside, and the parties  
17 hereby waive all provisions of law providing for a change of venue in such proceedings  
18 to any other county.

19       **SECTION 29. Attorneys' Fees.** In the event of any litigation or arbitration  
20 between Lessee and County to enforce any of the provisions of this Lease or any right  
21 of either party hereto, the unsuccessful party to such litigation or arbitration agrees to  
22 pay to the successful party all costs and expenses, including reasonable attorneys'  
23 fees, incurred therein by the successful party, all of which shall be included in and as a  
24 part of the judgment or award in such litigation or arbitration.

25       **SECTION 30. Notices.** Any notice shall be addressed to the respective parties  
26 as set forth below:

27 ///

28 ///

1	<u>County:</u>	<u>Lessee:</u>
2	Real Estate Division	Brandon Huynh
3	Economic Development Agency	Owner
4	3403 10 <sup>th</sup> Street, Suite 400	AMIS Pharmacy Corp, dba
5	Riverside, CA 92501	Mecca Community Pharmacy
6	(951) 955-4820	12370 Hesperia Road, Suite 7
7		Victorville, CA 92395
8		(760) 347-3577

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

11       **SECTION 31. Personnel, Independent from County.**        Lessee represents  
12 that it has all the personnel required to perform the services necessary to operate  
13 under this Lease, including services to the Incubator Facility, or will subcontract for  
14 necessary services. Lessee personnel shall not be employed by, nor have any direct  
15 contractual relationship with the County. The Lessee, its employees or personnel under  
16 direct contract with the Lessee or sublessees shall perform all services required  
17 hereunder. Lessee and its agents, servants, employees and sublessees shall act at all  
18 times in an independent capacity during the term of this Lease and shall not act as,  
19 and shall not be, nor shall they in any manner be construed to be agents, officers or  
20 employees of the County.

21       **SECTION 32. Amendments.** This Lease shall not be amended unless such  
22 changes are mutually agreed upon by the County and the Lessee and shall be  
23 incorporated in written executed amendments to this Lease.

24       **SECTION 33. No Third Party Beneficiaries.** This Lease is made and entered  
25 into for the sole protection and benefit of the parties hereto. No other person or entity  
26 shall have any right of action based upon the provisions of this Lease.

27       **SECTION 34. Permits, Licenses and Taxes.** Lessee shall secure and  
28 maintain, at its expense, all necessary permits and licenses as it may be required to

1 obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by  
2 any authorized public entity.

3 **SECTION 35. Entire Lease.** This Lease is intended by the parties hereto as a  
4 final expression of their understanding with respect to the subject matter hereof and as  
5 a complete and exclusive statement of the terms and conditions thereof and  
6 supersedes any and all prior and contemporaneous leases, agreements and  
7 understandings, oral or written, in connection therewith. The Lease may be changed  
8 or modified only upon the written consent of the parties hereto.

9 **SECTION 36. Authority to Execute.** The persons executing this Lease on  
10 behalf of the parties to this Lease hereby warrant and represent that they have the  
11 authority to execute this Lease and warrant and represent that they have the authority  
12 to bind the respective parties to this Lease and to the performance of its obligations  
13 hereunder.

14 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this  
15 Lease as of the date signed by the County of Riverside.

16  
17 COUNTY:  
18 County of Riverside, a  
19 Political subdivision of the State of  
20 California

LESSEE:  
AMIS Pharmacy Corporation, dba  
Mecca Community Pharmacy

21 By: Jeff Stone  
Jeff Stone, Chairman  
Board of Supervisors

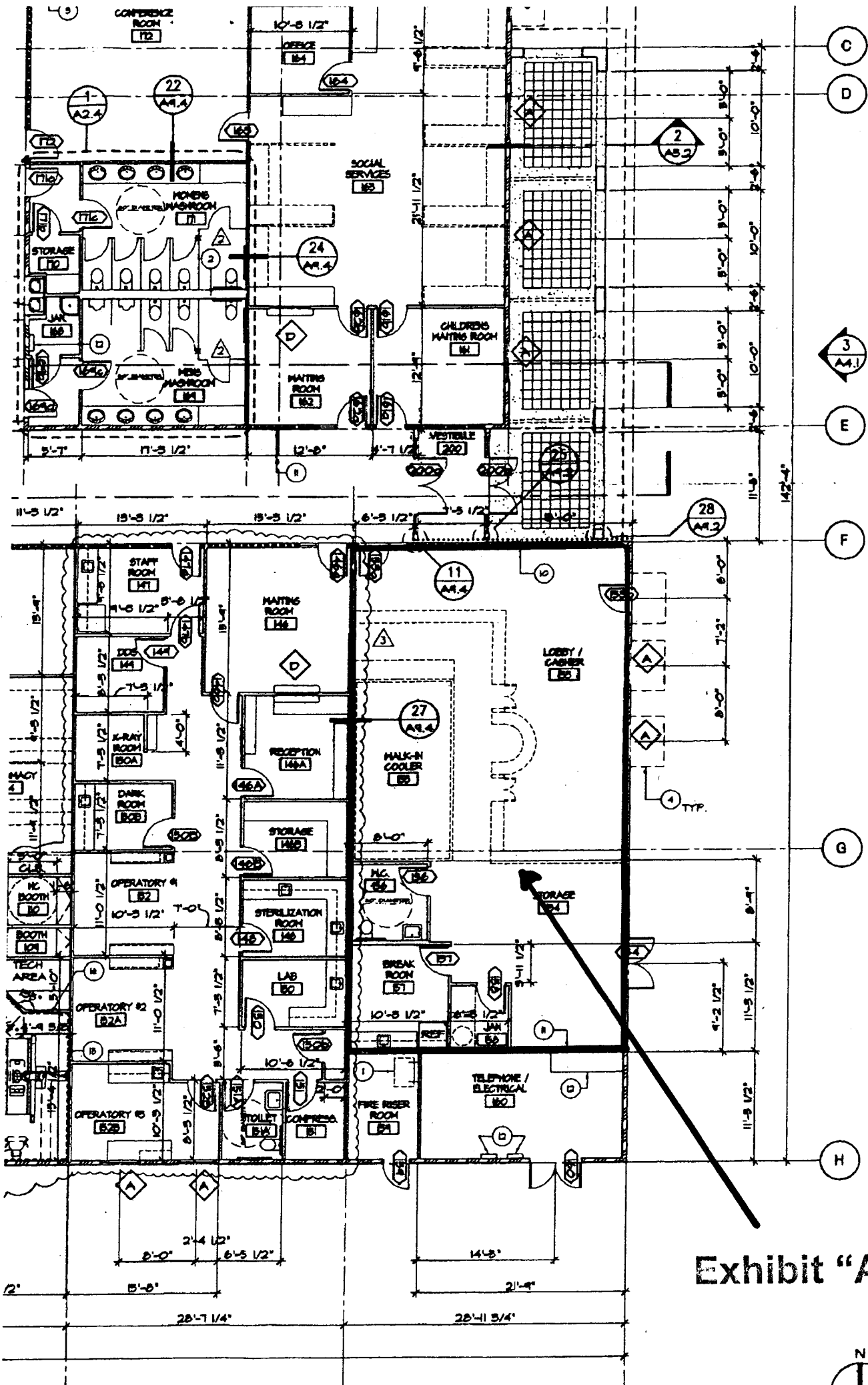
22 By: Brandon Huyhn  
Brandon Huyhn  
Pharmacist

23 APPROVED AS TO FORM:  
24 Gregory P. Priamos, County Counsel

25 By: Patricia Munroe  
26 Patricia Munroe  
27 Deputy County Counsel

28 TK:ra/021014/ME008/16.463 S:\Real Property\TYPING\Docs-16.000 to 16.499\16.463.doc

ATTEST:  
KECIA HARPER-HEM, Clerk  
By: [Signature]  
DEPUTY



**GENERAL**

- 1. SEE STRUCTURAL ADDITIONAL INFO
- 2. SEE MILLWORK P
- 3. EXACT NUMBER / DETERMINED ON S/I
- 4. THE LEAD LINING NOT BEEN VERIFIED PURCHASED.

**LEGEND**





-  FURNITURE DASHED LI ONLY - SUP
-  BUILT IN MI
-  INDICATES USE 1 LAYE MALL AND SHEATHING
-  TYPICAL IN 2 X 4 HOO BOTH SIDE BATT INELL CEILING, TY

Exhibit "A"

