

(b) Time

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

(j) Representations

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

(k) Gender and Plurality

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

(l) Survival of Certain Covenants

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

(m) Counterparts

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(n) Delegation of Authority

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

**RIVERSIDE COUNTY REGIONAL
PARK AND OPEN SPACE DISTRICT**

By: _____

Name: Kevin Jeffries

Title: Chairman, Board of Directors

Date: _____

ATTEST:

Clerk of the Board
Kecia Harper-Ihem

By: _____

Deputy

APPROVED AS TO FORM:

County Counsel
Pamela J. Walls

By: _____

Name: Synthia M. Gunzel

Title: Deputy County Counsel

ATTACH NOTARY ACKNOWLEDGEMENTS

LESSOR:

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____

Title: _____

Date: _____

Execution of this document was authorized
by the California State Lands Commission on

(Month Day Year)

EXHIBIT A

PRC 9128.1

LAND DESCRIPTION

A parcel of State owned sovereign land situate in the historic channel of the Colorado River, County of Riverside, State of California and more particularly described as follows:

BEGINNING at a 1¼ inch iron pipe tagged "COUNTY SURVEYOR" having CCS 83 Zone 6 coordinates of Northing (y)=2167616.07 feet and Easting (x)=7083550.86 feet which bears South 74° 49' 58" West 1584.46 feet from NGS monument "EHREN" (PID DW1289) having CCS 83 Zone 6 published coordinates of Northing (y)=2168030.63 feet and Easting (x)=7085080.13 feet, said iron pipe also being the common corner of Sections 35 and 36 T.6 S., R. 23 E. and Sections 1 and 2 T.7 S., R. 23 E. S.B.M. as shown on that Record of Survey, filed on June 29, 1961 in Book 34 at pages 36 and 37 Riverside County Recorder's Office; thence along the west line of the southwest quarter of said Section 36 North 1° 53' 08" West 200.32 feet to a point on a right bank of the historic channel of said river; thence leaving said section line and along said right bank of said historic channel North 64° 14' 00" East 516.70 feet to a point on the southerly line of the right-of-way of California State Highway Route 64 (U.S. No. 60), as per California State Highway Right-of-Way Map XI-Riv.-64-F, Colorado River Bridge Plans, also being a point on a non-tangent curve concave northeasterly and having a radius of 10,200.00 feet, a radial line of said curve at said point bears North 16° 39' 54" East; thence easterly along said southerly line, through a central angle of 01° 28' 22", for an arc distance of 262.20 feet; thence continue along said southerly line South 74° 48' 28" East 234.35 feet to a point on the historic center line of said historic channel; thence leaving said southerly line and along said center line South 60° 15' 36" West 106.32 feet; thence South 62° 09' 54" West 1141.52 feet; thence South 62° 54' 10" West 139.48 feet to a point on the northwesterly line of that parcel described in the Quitclaim Deed recorded on January 6, 1975 as Instrument No. 1431 Official Records of said Riverside County; thence leaving said center line and along said northwesterly line North 32° 42' 52" East 423.59 feet to the north line of said Section 2; thence along said north section line North 88° 37' 52" East 60.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying landward of the low water mark of the right bank of historic channel of said Colorado River.

BASIS OF BEARINGS for this description is CCS83 Zone 6 (Epoch 1992). All distances are grid distances.

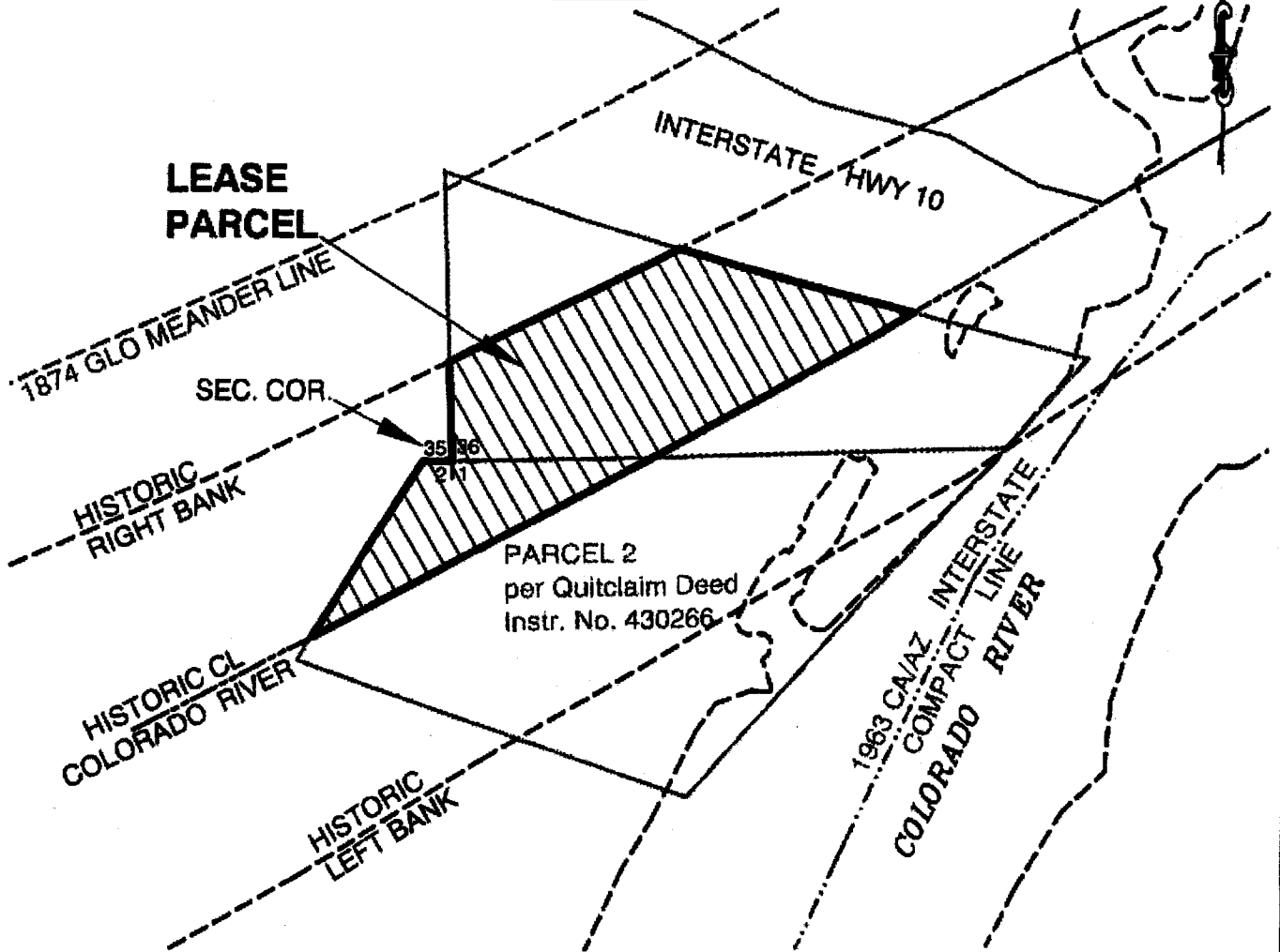
END OF DESCRIPTION

Prepared 05/15/14 by the California State Lands Commission Boundary Unit



NO SCALE

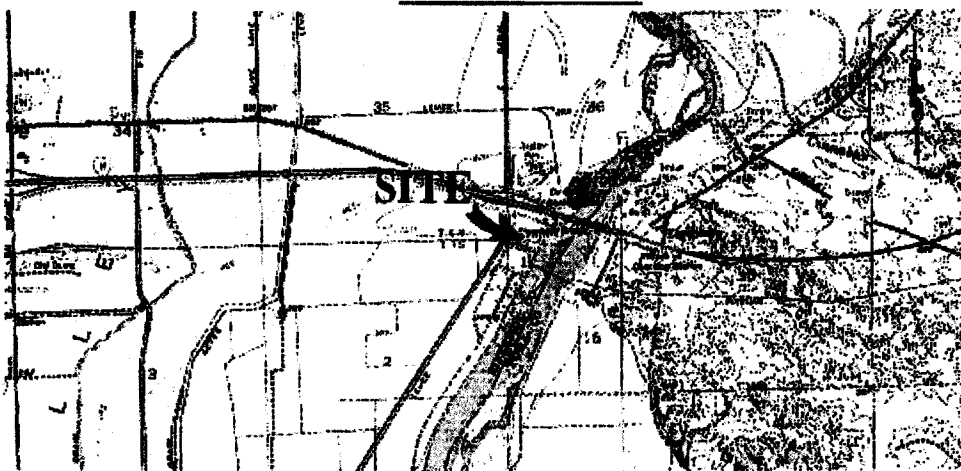
SITE



PORTIONS OF SEC. 36, T6S, R23E, SEC., 1 & 2 T7S, R23E, SBM, CITY OF BLYTHE, COLORADO RIVER

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit B

PRC 9128.1
 RIVERSIDE COUNTY REGIONAL
 PARK & OPEN SPACE DISTRICT
 APNs 833-290-006 & 869-230-012
 GENERAL LEASE-
 COMMERCIAL USE
 RIVERSIDE COUNTY



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

EXHIBIT C

**SCHEDULE FOR PAYMENT PERCENTAGE
AND ESTIMATED POSSESSORY INTEREST TAXES
FOR LEASEHOLD INTEREST**

Tax Year	Total Amt. Taxes Due	District Share		Lessee Share	
2014/2015	\$46,751.00	80%¹	\$37,400.80²	20%¹	\$9,350.20²
2015/2016	\$47,686.00	60%¹	\$28,611.60²	40%¹	\$19,074.40²
2016/2017	\$48,640.00	40%¹	\$19,456.00²	60%¹	\$29,184.00²
2017/2018	\$49,612.00	20%¹	\$9,922.40²	80%¹	\$39,689.60²
2018/2019 to end of lease term, including any lease renewals or extensions	\$50,605.00	0%¹	\$0.00¹	100%¹	\$50,605.00²

This schedule is an estimate based upon figures from past year's possessory interest tax assessments for the property. The actual amounts due are unknown until such time each Tax Year's Tax Assessment has been released by the appropriate taxing authority.

¹ Percentage is set and agreed upon by the parties.

² Estimated Amount provided for illustration purposes.

Final 10/14/14

EXHIBIT D

ESTOPPEL CERTIFICATES FORMS

ESTOPPEL CERTIFICATE – District

THIS ESTOPPEL CERTIFICATE (“Certificate”) dated as of [date] is executed by the Riverside County Regional Park and Open-Space District, a park and open-space district (“District”) per the request of [name and capacity of other party] (“Lessee”) for the benefit of _____ as it relates to that certain Amended and Restated Southerly Blythe Marina Lease dated _____ entered into between the District and Lessee.

Section 1. Lessee is the tenant of the Leased Premises under the Lease.

Section 2. As of the date of this Certificate, the Lease is in full force and effect, has not been terminated, and is enforceable in accordance with its terms.

Section 3. The Lease, as attached to this Certificate as Exhibit A, constitutes the complete agreement between District and Lessee for the Leased Premises, is unmodified and no amendments to the Lease, either written or oral, currently exist, other than [if any, provide description of any existing amendments or none].

Section 4. The term of the Lease commenced on [date] and ends on [date], subject to the following options to extend: [description of any options].

Section 5. The monthly rent currently payable under the Lease is [amount], subject to the following adjustments: [description of any claimed adjustments].

Section 6. As of the date of this Certificate, there exist no uncured defaults under the Lease by Lessee, and no event which with the passage of time or the giving of notice or both would constitute a default under the Lease by Lessee, except as follows: [description of any existing defaults or events which with passage of time and giving of notice or both would constitute default].

Section 7. Lessee has no option, right of first refusal, right of first offer, or other right to purchase all or any portion of the Leased Premises or all or any portion of the Property, except as follows: [Description of any purchase rights that exist].

District makes this Certification with the knowledge that it will be relied on by [name of 3rd party] in [insert the action being taken between Lessee and 3rd Party].

IN WITNESS WHEREOF, District has executed this Certificate as of the date first written above.

District: Riverside County Regional Park and Open-Space District,
a park and open-space district

By:

Name:

Its:

[Attach exhibits]

ESTOPPEL CERTIFICATE - Lessee

THIS ESTOPPEL CERTIFICATE-Lessee("Certificate") dated as of [date] is executed by [name and capacity of Lessee], ("Lessee") per the request of the Riverside County Regional Park and Open-Space District, a park and open-space district ("District") for the benefit of _____ as it relates to that certain Lease dated _____ entered into between the District and Lessee.

Section 1. Lessee is the tenant of [description of leased premises] the Property (Leased Premises), pursuant to the Lease, a correct copy of which is attached as Exhibit A.

Section 2. As of the date of this Certification, the Lease is in full force, has not been terminated, and is enforceable in accordance with its terms.

Section 3. The Lease as attached to this Certification as Exhibit A constitutes the complete agreement between District and Lessee for the Leased Premises, is unmodified and no amendments to the Lease, either written or oral, currently exist, other than [description of any existing amendments].

Section 4. Lessee has accepted and is currently occupying the Leased Premises.

Section 5. The term of the Lease commenced on [date] and ends on [date], subject to the following options to extend: [Description of any options].

Section 6. Except as expressly stated in this Certificate, Lessee: (a) has no unilateral right to renew or extend the term of the Lease; (b) has no option or other right to purchase all or any part of the Leased Premises or all or any part of the Property; and (c) has no right, title, or interest in the Leased Premises, other than as Lessee under the Lease.

Section 7. The monthly rent currently payable under the Lease is [amount], subject to the following adjustments: [description of any adjustments] and at that time of the Certificate is current.

Section 8. As of the date of this Certificate, to the best of Lessee's knowledge, District has performed all obligations required of District under the Lease; no offsets, counterclaims, or defenses of Lessee under the Lease exist against District; and no events have occurred that, with the passage of time or the giving of notice or both, would constitute a basis for offsets, counterclaims, or defenses against District, except as follows: [description of any existing obligations, offsets, counterclaims, defenses, or events].

Lessee makes this Certification with the knowledge that it will be relied on by [name of 3rd party] in agreeing to purchase the property.

IN WITNESS WHEREOF, Lessee has executed this Certificate as of the date first written above.

Lessee:[Name and capacity of Lessee]

By:

Name:

Its:

By:

[Attach exhibits]

Final 10/14/14

EXHIBIT E

MEMORANDUM OF LEASE FORM

Final 10/14/14
Recording Requested By and
When Recorded Return To:
Riverside County Regional
Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

(Space above this line reserved for Recorder's use)

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §6103
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

**MEMORANDUM OF AMENDED AND RESTATED
SOUTHERLY BLYTHE MARINA LEASE/SUBLEASE**

THIS MEMORANDUM OF AMENDED AND RESTATED SOUTHERLY BLYTHE MARINA LEASE ("Memorandum") dated as of _____ [date] is entered into between the Riverside County Regional Park and Open-Space District, a park and open-space district ("District") and Reynolds Resorts-Blythe, LLC, a California limited liability company ("Lessee").

Recitals

A. District, as the successor-in-interest to the County of Riverside, is the current owner of that certain real property located in the Palo Verde Valley adjacent to the Colorado River, situated immediately south of the Interstate 10 highway, in the City of Blythe, County of Riverside, California, commonly known as the Southerly Blythe Marina, 500 Riviera Drive, Blythe, CA 92225 ("District Property"), more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

B. The County of Riverside, a political subdivision of the State of California, as Lessor, and Cavan, Inc., as Lessee, entered into that certain Southerly Blythe Marina Lease on or around January 1, 1970 for the District Property, whereby the Lessee operated and maintained a campground, camp store, picnic area, boat launch ramp, coin-operated games, clothes washing facilities, and a swimming pool.

C. The County of Riverside, a political subdivision of the State of California, as Lessor, and J& W Enterprises, a California Partnership, as successor-in-interest to Cavan, Inc. as

Final 10/14/14

Lessee, updated the Southerly Blythe Marina Lease on May 10, 1983, ("Original Lease") which has been subsequently amended by that certain First Amendment dated June 28, 1983, that certain Second Amendment dated July 8, 1983, that certain Memorandum of Understanding dated November 4, 1986, that certain Third Amendment dated June 30, 1992, assigned to Alpine RV Resorts AKA Alpine – Riviera, LLC and amended by that certain Fourth Amendment dated July 28, 1998.

D. On or around July 29, 1998, the County conveyed to the District the real property for what is commonly known as the Southerly Blythe Marina and is the subject property in the Original Lease and all amendments referenced above.

E. The District and Reynolds Resorts – Blythe, LLC, as Lessee, the assignee and successor in interest to Alpine RV Resorts AKA Alpine – Riviera, LLC, amended the Original Lease with a Fifth Amendment dated April 20, 2010 to provide for, among other things, the District's consent to the Lessee's exercise of its option to extend the lease with the terms and conditions set forth herein.

F. Certain lands, more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein, under the authority of the California State Lands Commission ("SLC") located adjacent to the District Property is within the Southerly Blythe Marina area ("SLC Property").

G. The SLC Property is subject of and subject to the terms and conditions of that certain Lease PRC No. 9128.1 dated July 1, 2014 between the SLC and the District and approved on June 19, 2014 by the SLC, by this referenced incorporated herein, whereby the SLC leased the SLC Property to the District and endorsed the District to sublease the SLC Property to Lessee.

H. The Reynolds Resorts – Blythe, LLC is a manager-managed limited liability company whereby the majority interest member, Thomas Reynolds, has made a partial assignment amounting to forty-nine percent (49%) manager-member interest in Reynolds Resorts-Blythe, LLC and the operations and management responsibilities in the Original Lease and the facilities/improvements on the Leased Premises to Robert and Christine Johnson, as Assignees.

I. The District desires to consent to the assignment and enter into this certain Amended and Restated Southerly Blythe Lease/Sublease with Reynolds Resorts-Blythe LLC, as Lessee, collectively the Lease of the District Property and Sublease of the SLC Property will hereinafter be referenced as the "Lease," together with all rights, privileges, and easements appurtenant to the property, and the buildings, structures, and other improvements thereon. The

Final 10/14/14

District Property and the SLC Property, unless specifically referenced below, such appurtenant rights, privileges and easements and such buildings and improvements, if any, are collectively referred to as the "Leased Premises."

J. District and Lessee desire to execute this Memorandum to provide constructive notice of Lessee's rights under the Lease to all third parties.

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

Section 1. Term. District leases the Leased Premises to Lessee for a term of up to thirty years commencing on July 1, 2014 or on the date the SLC consents to the Lease for the SLC Property, whichever is later and expire on June 30, 2044 at midnight. The parties intend to enter into this Lease conditioned upon receipt of consent and endorsement by the SLC for the extended term period concerning the SLC Property. In the event that the SLC does not consent to the full term period provided herein, then this lease is canceled and the Parties shall continue the lease term and conditions, pursuant to the Southerly Blythe Marina Lease as identified in the Recitals set forth above.

Section 2. Lease Terms. This lease of the Leased Premises to Lessee is pursuant to the Lease, which is incorporated in this Memorandum by reference.

Section 3. Leasehold Deed of Trust. District agrees to allow Lessee to obtain a loan for financing the remodeling and rehabilitation of the Leased Premises secured by a leasehold deed of trust. District has agreed to give the beneficiary under this leasehold deed of trust notice of any default by Lessee under the Lease and the right to cure this default within [number of days to cure] of written notice to the beneficiary. District also agrees to recognize the purchaser of the leasehold interest at the foreclosure sale as the Lessee under the Lease, whether this purchaser is the beneficiary under the leasehold deed of trust or a third party.

Section 4. Assignment. Subject to the limitations in the SLC Lease PRC No. 9128.1, Lessee's rights and obligations under the Lease shall not be assigned without District's prior written consent unless otherwise specifically provided, and any assignment without this consent shall be void.


Section 5. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

///

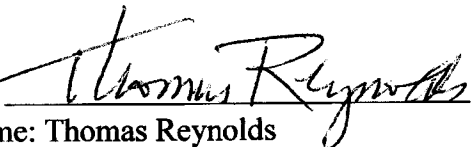
Final 10/14/14

Section 6. Governing Law. This Memorandum and the Lease are governed by California law. Executed as of the date first written above.

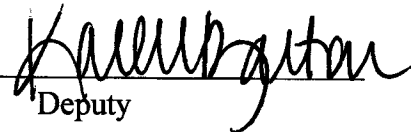
Lessor:
Riverside County Regional Park & Open
Space District:

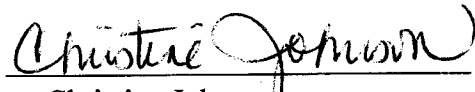
By: 
Kevin Jeffries
Chairman, Board of Directors

Lessee:
Reynolds Resorts-Blythe, LLC

By: 
Name: Thomas Reynolds
Its: MANAGER

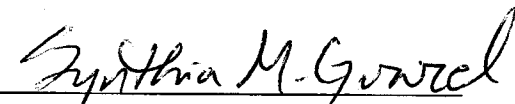
ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: 
Deputy

By: 
Name: Christine Johnson
Its: Manager

(Seal)

APPROVED AS TO FORM:
County Counsel
Gregory P. Priamos

By: 
Synthia M. Gunzel
Deputy County Counsel

Final 10/14/14

ACKNOWLEDGEMENT

State of California

County of

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

WITNESS my hand and official seal.

Signature

(Seal)

[Attach Exhibit A (description of Leased Premises), other exhibits, if appropriate]

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

267



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
February 24, 2015

SUBJECT: First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease; CEQA Exempt; District 4 [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the proposed project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 – Existing Facilities and 15061 (b) (3);
2. Approve the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease between the District and Reynolds Resorts-Blythe, LLC;
3. Authorize the Chairman of the Board to execute three (3) copies of the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease;
4. Direct the Clerk of the Board to return three (2) executed copies of the First Amendment of the Amended and Restated Southerly Blythe Marina Lease/ Sublease to the District for further execution and transmittal; and
5. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of the approval by the Board.

Scott Bangle
General Manager

2015-030D BH/BC/EC

FINANCIAL DATA		Amount		Amount		Amount	
COST	\$	0	\$	0	\$	0	0
NET COUNTY COST	\$	0	\$	0	\$	0	0

Consent Policy

SOURCE OF FUNDS:

Budget Adjustment: No

For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY _____

County Executive Office Signature

Alex Gann

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: March 10, 2015
xc: Parks, Recorder

Kecja Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: M.O.13-1; 10/28/14 | District: 4 | Agenda Number:

13-1

COUNTY OF RIVERSIDE COUNTY CLERK
 BY:
 GREGORY P. PRIAMOS
 DATE

Departmental Concurrence

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

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: First Amendment of the Amended and Restated Southerly Blythe Marina Lease/Sublease;
CEQA Exempt; District 4 [\$0]**

DATE: February 24, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District ("District"), as Lessor, and Reynolds Resort-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014.

District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease.

Pursuant to the California Environmental Quality Act ("CEQA"), the proposed project was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 – Existing Facilities. The proposed project is an amendment of the Amended and Restated Lease/Sublease of an existing lease and letting of property involving adding terms to the Original Lease for existing facilities. It can be seen with certainty that the project will not have a significant effect on the environment because the lease amendment is merely a change in terms of the Original Lease where negligible or no new changes or expansion of the use will occur. The lease of the property is already in place for the use and maintenance of an existing recreational vehicle campground with existing improvements for the visitors of the campground.

The Lessee shall pay for the costs of processing the lease amendment; therefore, no out-of-pockets costs will be incurred by the District.

Impact on Citizens and Businesses

It can be seen with certainty that the amendment of the lease will not result in a direct or reasonably foreseeable indirect impact to the citizens and businesses.

Attachments:

First Amendment to Lease

NOE

**FIRST AMENDMENT OF THE
AMENDED AND RESTATED SOUTHERLY BLYTHE MARINA LEASE/SUBLEASE**

THIS FIRST AMENDMENT OF THE AMENDED AND RESTATED SOUTHERLY BLYTHE MARINA LEASE/SUBLEASE ("1st Amendment"), dated as of March 10, 2015, is entered into by and between Riverside County Regional Park and Open-Space District ("District"), a park and open-space district, and Reynolds Resorts-Blythe, LLC, a California limited liability company, ("Lessee").

Recitals

- A. Riverside County Regional Park and Open-Space District ("District"), as Lessor, and Reynolds Resorts-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014.
- B. District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease.
- C. The Original Lease, together with this 1st Amendment, shall be collectively referred to hereinafter as the "Lease".

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

Agreement

Section 1. Improvements by Lessee. Section 7 of the Lease shall be amended to add a new Section 7.3 as follows:

7.3 Leasehold Financing. In the event that Lessor gives its written consent to the hypothecation of the Lessee's interest hereunder by a leasehold mortgage or deed of trust, no mortgagee or trustee, nor anyone who claims by, through, or under such mortgage or deed of trust shall by virtue thereof acquire any greater or more extended rights than the Lessee under this Lease and any such leasehold mortgagee or trustee and all persons who claim by, through or under such mortgage or deed of trust shall in every respect be subject to all of the covenants, conditions and agreements hereof. Notwithstanding anything to the contrary, each and every person or entity acquiring an interest under said leasehold mortgage or deed of trust to the leasehold interest granted by this Lease, either by foreclosure (or deed in lieu of foreclosure) or sale under power of sale, shall expressly accept and assume all the terms, limitations, covenants, conditions, and agreements of this Lease, to be kept and performed by the Lessee and shall become bound to comply therewith and perform the same.

A. Nonsubordination. Lessor shall not be required to subject its interest in the Leased Premises to the lien of any leasehold financing or mortgage sought or obtained by Lessee.

B. Lessee's Right to Encumber. Notwithstanding anything to the contrary set forth in this Lease, Lessee is hereby given the right (exercisable at any time and from time to time) by Lessor, in addition to any other rights herein granted, with Lessor's prior written consent,

approval, or authorization, to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the Leased Premises created hereby, or interest therein, or its interest in any Sublease, under one or more leasehold mortgages in favor of a lender (each, a "Leasehold Mortgage") and to assign such interest in this Lease, the leasehold estate in the Leased Premises, created hereby, or interest therein, or in any Sublease, as collateral security for such Leasehold Mortgage (or to assign its interest in the same in connection with an assignment and leaseback transaction). Such rights to encumber are conditioned on the following: (i) all rights acquired under such Leasehold Mortgage shall, except as expressly provided in this Section 7.3, be subject to all rights and interests of Lessor herein; (ii) no such Leasehold Mortgage shall be cross-defaulted with any other loan or encumber this Lease in connection with any blanket encumbrance or cross-collateralization covering properties other than this Lease; and (iii) no such Leasehold Mortgage shall secure a loan in excess of the appraised fair market value of the Leased Premises as reasonably determined by a Leasehold Mortgagee at the time of making such loan. None of such covenants, conditions, or restrictions is or shall be waived by Lessor by reason of the right given to mortgage such interest in this Lease, except as expressly provided herein. The holder of any Leasehold Mortgage shall be referred to herein as the "Leasehold Mortgagee" and shall be entitled to the rights and benefits as provided herein.

C. Notices. Provided that a Leasehold Mortgagee shall have notified Lessor in writing of its status as a Leasehold Mortgagee and its name and address, Lessor thereafter shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as any such notice shall be given by Lessor to Lessee, such copy to be addressed to Leasehold Mortgagee at the address last furnished to Lessor. Additionally, Lessor shall give a Leasehold Mortgagee written notice of any rejection of this Lease in bankruptcy proceedings. Lessor shall not serve a notice of cancellation or termination on Lessee unless a copy of any prior notice of default shall have been given to Leasehold Mortgagee and the time for the curing of such default pursuant to Section 7.3D. shall have expired without the same having been cured, and no such notice of default shall be effective as to such Leasehold Mortgagee not receiving actual notice thereof. Lessor agrees to notify a Leasehold Mortgagee in writing of the failure of Lessee to cure a default within any applicable grace period and of the curing of any default by Lessee, and the Leasehold Mortgagee shall have the additional cure periods pursuant to Section 7.3D. The performance by a Leasehold Mortgagee of any condition or agreement on the part of Lessee to be performed hereunder will be deemed to have been performed with the same force and effect as though performed by Lessee.

D. Right to Cure. Lessor will accept performance by a Leasehold Mortgagee within the following periods of any obligation to be performed by Lessee under this Lease, with the same force and effect as though timely performed by Lessee:

(i) As to any Rent and other sums payable hereunder, within ten (10) days after written notice from Lessor that Lessee has not cured such default within the period provided in Section 17.1.

(ii) As to all other Events of Default, within ten (10) days after written notice from Lessor that Lessee has not cured within the applicable period provided in Section 17.1, or, if within such additional ten (10) day period such Event of Default cannot be cured, to commence to so cure within such ten (10) day period and diligently and continuously proceed therewith to completion. In addition, in those instances that reasonably require any Leasehold Mortgagee to be in possession of the Leased Premises to cure any Event of Default by Lessee, the time allowed any Leasehold Mortgagee to cure any Event of Default by Lessee shall be deemed extended to include the reasonable period of time required by any Leasehold Mortgagee to obtain such possession of the Leased Premises with due diligence, and in those instances in which any Leasehold Mortgagee is prohibited by any process or injunction or any

bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time herein allowed any Leasehold Mortgagee to prosecute such foreclosure or other proceeding shall be extended for the period of such prohibition; provided that, in either such instance, such Leasehold Mortgagee makes payments of Rent and any other monetary payments to Lessor in accordance with the terms and within the time frames set forth in this Lease.

(iii) As to any Event of Default with respect to which a Leasehold Mortgagee is without the legal power to cure by payment or performance, a Leasehold Mortgagee shall have ten (10) days after receipt of written notice from Lessor of such Event of Default within which to give Lessor written notice that the Leasehold Mortgagee or a wholly owned subsidiary or affiliate of the Leasehold Mortgagee elects to become the Lessee under this Lease in the place and stead of Lessee on all the terms, covenants, and conditions provided in this Lease and shall pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with such Event of Default.

E. Exercise of Remedies. In the event of any Event of Default by Lessee, and if, before the expiration of the applicable grace period specified in Section 7.3D., a Leasehold Mortgagee gives Lessor written notice that it intends to undertake the curing of such Event of Default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Lessee by foreclosure or otherwise, and immediately commences and then proceeds with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Lease, or by entry on the Leased Premises by foreclosure or otherwise, then Lessor shall not exercise its right to terminate this Lease during the time that the Leasehold Mortgagee shall require to complete its remedies under its Leasehold Mortgage; provided, however:

(i) that Leasehold Mortgagee proceeds, promptly and with due diligence, to exercise the remedies under its Leasehold Mortgage and thereafter prosecutes and completes the same with all due diligence; and

(ii) that Leasehold Mortgagee shall pay to Lessor the Rent and all other charges required to be paid by Lessee hereunder that have accrued and those that shall become due and payable during such period.

On the completion of any foreclosure proceedings or acquisition of Lessee's interest in this Lease by Leasehold Mortgagee, any default not susceptible of being cured by Leasehold Mortgagee shall be deemed waived by Lessor as to Leasehold Mortgagee, any purchaser at a foreclosure sale, and their respective successors and assigns.

F. Cancellation. Subject to a Leasehold Mortgagee's rights pursuant to Sections 7.3D. - 7.3E., Lessor shall also be obligated to give any notice of cancellation and termination to a Leasehold Mortgagee, simultaneously with such notice given to Lessee. No such notice to Lessee shall be effective with respect to termination of this Lease unless a Leasehold Mortgagee shall also have been so notified. A Leasehold Mortgagee shall then have the right to notify Lessor in writing, within twenty (20) days after receipt by the Leasehold Mortgagee of such notice of cancellation and termination, that (a) the Leasehold Mortgagee, or any designee or nominee that the Leasehold Mortgagee may designate or name in such notice (provided such designee or nominee is experienced in the operation of properties similar to the Leased Premises or has retained a property manager for the Leased Premises that has such experience and qualifications) ("Approved Nominee"), elects to lease the Leased Premises from the date of termination of this Lease for the remainder of the Term of this Lease, at the Rent and other charges herein reserved and otherwise on the same terms, covenants, and conditions as are set forth in this Lease, with the same relative priority in time and in right as this Lease (to the extent possible), and having the benefit of and vesting in Leasehold Mortgagee, or the

Approved Nominee, of all the rights, title, interest, powers, and privileges of the Lessee hereunder ("New Lease"); and (b) the Leasehold Mortgagee or the Approved Nominee further obligates itself (and, in fact, does) within twenty (20) days after delivery to Lessor of such election to:

(i) cure the Event of Default on which such termination was based or, with respect to any Event of Default not capable of being cured within such twenty (20) day period or which cannot be cured without entry into possession, proceed and effect cure with due diligence following delivery of possession;

(ii) pay to Lessor all Rent and other sums due under this Lease up to and including the date of commencement of the term of such New Lease less any net rental income received by Lessor for such period; and

(iii) pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with any such default and the preparation, execution, and delivery of such New Lease.

G. New Lease Terms. After cancellation and termination of this Lease and on compliance with the provisions of Section 7.3F. by a Leasehold Mortgagee, or the approved nominee, Lessor shall execute and deliver such New Lease to the Leasehold Mortgagee or the Approved Nominee, within a reasonable amount of time but not to exceed six (6) months in time so long as circumstances do not exist that are beyond the control of the District that prevent the District from delivering such New Lease within the time period provided herein, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all of the right, title, interest, powers, and privileges of Lessee under this Lease in and to the Leased Premises. A reasonable amount of additional time shall be permitted in the event that circumstances exist beyond the control of the District preventing District from delivering the New Lease within the requisite time period.

H. Transfer After Foreclosure. This Lease may be transferred, without the prior consent of Lessor, to the Leasehold Mortgagee or an affiliate thereof, pursuant to foreclosure or similar proceedings, or pursuant to a Transfer of this Lease to such Leasehold Mortgagee (or affiliate) in lieu thereof, and thereafter may be transferred by such Leasehold Mortgagee (or affiliate), to a third-party transferee who satisfies all of the following conditions: (1) the third-party transferee shall continue to operate and use the leased premises for the same uses and purposes as described in this Lease; (2) the third-party transferee shall possess the level of experience reasonably necessary for operating properties and facilities similar to the Leased Premises; (3) the third-party transferee shall have the financial stability, resources and ability to continue to operate the Leased Premises for the duration of the Lease in the manner agreed upon between the Lessor and Lessee; (4) the Leasehold Mortgagee or an affiliate, as transferor, shall provide prior notice of a prospective transfer to a third-party transferee and obtain confirmation from the District that the proposed third-party transferee satisfies these conditions. Confirmation by the District can be provided by the Lease administrator. Immediately upon completion of a transfer, Leasehold Mortgagee shall submit the transfer documents to the District. Any Leasehold Mortgagee (or its affiliate) shall be liable to perform the obligations herein imposed on Lessee only for and during the period it is in possession or ownership of the leasehold estate created hereby. In no event shall any Leasehold Mortgagee (or its affiliate) be (a) liable for, any prior act or omission of Lessee unless and to the extent such act or omission is continuing following the foreclosure or other transfer, or (b) subject to any offsets or defenses that Lessor may have against Lessee, provided the Leasehold Mortgagee's (or its affiliate) acts or omissions are not contributing factors to the continuation of the acts or omissions and that Lessor's right under the Lease are not adversely impacted.

I. **No Modifications.** Lessor and Lessee mutually agree that as long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Lease or any renewal thereof shall not be modified, amended, or altered in a manner that would materially decrease the value of the leasehold interest, such as a decrease in the Leased Premises, a decrease in the rental amount due by Lessee or a shortened Lease term period, and Lessor shall not accept a surrender of the Leased Premises or a cancellation of this Lease (provided a Leasehold Mortgagee remedies any Event of Default as provided in this Section 7.3 before the expiration or sooner termination thereof), with at least ten (10) days' prior written notice to Leasehold Mortgagee.

J. **No Merger.** As long as any debt secured by a Leasehold Mortgage on the leasehold created by this Lease shall remain unpaid, unless a Leasehold Mortgagee shall otherwise consent in writing, the fee title to the Leased Premises and the leasehold estate in the Leased Premises shall not merge but shall always be kept as separate estates, notwithstanding the union of such estates either in Lessor or in Lessee or in a third party by purchase or otherwise.

K. **Estoppel Certificate.** Lessor agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, but not more frequently than every twelve (12) months, on not less than twenty (20) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate to Lessee and to the Leasehold Mortgagee stating that this Lease is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which Rent and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms or provisions of this Lease or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of the acts that must be performed and the amounts of the payments that must be made to cure any such defaults, it being agreed that any such certificate delivered pursuant to this Section 7.3K may be relied on by any prospective assignee of Lessee's interest in this Lease or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

L. **Assignment of Revenue.** Lessor consents to a provision in any Leasehold Mortgage or otherwise for an assignment of rents and income from subleases or other revenue from the Leased Premises to the Leasehold Mortgagee, effective on any conditions defined under such Leasehold Mortgage.

M. **Consent of Lessor Not Required.** As it relates to a Leasehold Mortgagee (or its affiliate) in acting to foreclose or effect the foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from Lessee to any Leasehold Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not breach any provision of or constitute an Event of Default under this Lease, and on such foreclosure, sale, or conveyance, Lessor shall recognize any Leasehold Mortgagee or such affiliate or designee of any Leasehold Mortgagee, or any purchaser at such foreclosure sale, as Lessee hereunder.

N. **No Conflict.** In the event of a default under a Leasehold Mortgage, such Leasehold Mortgagee may exercise with respect to the Leased Premises any right, power, or remedy under the Leasehold Mortgage that is not in conflict with the provisions of this Lease.

O. **Amendments.** Lessor shall not unreasonably withhold its consent to any amendments to this Lease that are reasonably requested by a Leasehold Mortgagee; provided, however, that Lessor may, in its sole and absolute discretion, refuse to consent to any proposed

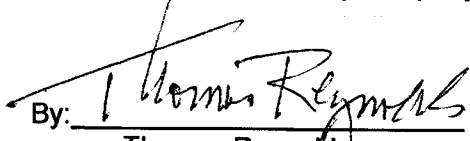
Subject: First Amendment of Amended & Restated Southerly Blythe Marina Lease/Sublease,
Parties: Riverside County Regional Park & Open Space District and Reynolds Resorts-Blythe, LLC
Address: 500 Riviera Dr, Blythe, CA 92225

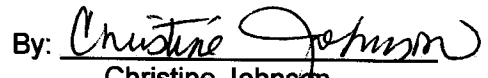
amendments to the description of the Leased Premises, or Substituted Parking, Term, Rent, or any other amendments that would materially change the rights of Lessor under this Lease.

Section 2. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Lessor shall not be bound by this 1st Amendment until Lessor has executed and delivered this 1st Amendment to Lessee, notwithstanding Lessee's execution and delivery of this 1st Amendment to Lessor. Time is of the essence in this 1st Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as the conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this 1st Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee.

IN WITNESS WHEREOF, the parties have executed this 1st Amendment as of the date first written above.

LESSEE:
REYNOLDS RESORTS-BLYTHE, LLC,
a California limited liability company

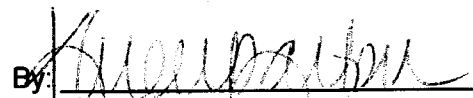
By: 
Thomas Reynolds
Its: MANAGING MEMBER

By: 
Christine Johnson
Its: managing member


LESSOR:
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE
DISTRICT, a park and open-space district

By: 
Kevin Jeffries
Chairman, Board of Directors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel



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

3/11/15
Date

KB
Initial

SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
 County of Riverside County Clerk

FROM: Riverside County Regional Park and
 Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Project Title/Case No.: Amendment to Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of the Lease.

Project Location: Riverside County, Southerly Blythe Marina Campground is located south of Interstate 10 and the other two Parcels collectively referenced as the Blythe Mobilehome Estates property are located north of interstate 10 (APNs 833-290-006 and 869-230-012).

Project Description: The Riverside County Regional Park & Open-Space District ("District"), as lessor, and Reynolds Resorts-Blythe, LLC, a California limited liability company, as Lessee, entered into that certain Amended and Restated Southerly Blythe Marina Lease/Sublease dated July 1, 2014, ("Original Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor that certain property described in said Original Lease for a term commencing on July 1, 2014. District and Lessee desire to amend the Original Lease to provide for certain terms and conditions concerning leasehold financing by the Lessee for the duration of this Lease. The Assessor's Parcel Number is 833-290-006 and 869-230-012 located north and south of I-10 in Blythe, California.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space District

Project Applicant & Address: Riverside County Regional Park and Open-Space District, 4600 Crestmore Road, Jurupa Valley, CA 92509

Exempt Status: (Check one)

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption (Section 15301 Class 1 leasing of existing facilities and 15061 (b)3 activity is seen with certainty that there is no possibility of significant effect)
- Statutory Exemption (_____)
- Other: _____

Reasons why project is exempt: The project is exempt from the provisions of CEQA specifically by CEQA Guidelines Section 15301 Class 1 consists of leasing existing facility with no expansion and Section 15061 (b)3 where the activity can be seen with certainty that there is no possibility of significant effect on the environment. The proposal will not add additional square footage and the replacement or reconstruction of existing facilities involving negligible or no expansion of capacity.

Scott Bangle, General Manager

951-955-4398

Phone Number

Signature

General Manager

Title

2/24/15
Date

Date Received for Filing and Posting at OPR: _____

For County Clerk's Use Only

MAR 10 2015

13-1D



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
September 22, 2016

SUBJECT: Consent to Assignment and Assumption Agreement of Southerly Blythe Marina Lease/Sublease; District 4; [\$0]

RECOMMENDED MOTION: That the Board of Directors:
Consent to the Assignment and Assumption Agreement of the Southerly Blythe Marina Lease between Reynolds Resorts-Blythe, LLC and The Cove RV Resort on the Colorado River, LLC.

BACKGROUND:

Summary

The Southerly Blythe Marina RV Park property has been operated under a concession agreement since the early 1970's. The Riverside County Regional Park and Open-Space District ("District") entered into an Amended and Restated Southerly Blythe Marina Lease/Sublease with Reynolds Resorts-Blythe LLC. ("Reynolds") on October 28, 2014 for the operation of the RV Park located on the property. At this time, Reynolds is selling its business interest to The Cove RV Resort on the Colorado River, LLC ("Cove").

Departmental Concurrence

Brande Hune
For Scott Bangle
General Manager

2017-012D

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 type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:	Budget Adjustment:
	For Fiscal Year:

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

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

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Consent to Assignment and Assumption Agreement of Southerly Blythe Marina Lease/Sublease;
District 4; [\$0]

DATE: September 22, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

District staff reviewed the documentation provided by Cove and met with the principal owner, Mark Rowe, to evaluate the prospective new lessee and impacts of the proposed Assignment. District staff recommends the Board's approval of the Consent to the Assignment and Assumption Agreement between Reynolds and Cove.

Impact on Citizens and Businesses

Cove plans to make improvements to the facility and operation of the RV park that will provide for an improved camping experience for citizens and bring more business to the local economy.

Attachments:

Assignment and Assumption Agreement

Consent to Assignment and Assumption