

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



**ITEM**  
13.5  
(ID # 10381)

**MEETING DATE:**

Tuesday, July 23, 2019

**FROM :** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK & OPEN SPACE DISTRICT: Resolution No. 2019-01 Delegation of Authority for Certain Real Property Agreements concerning Park District owned land; All Districts.

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

1. Adopt Resolution No. 2019-01, Delegation of Authority for Certain Real Property Agreements; and
2. Approve the attached Ground Lease Agreement substantially in form; and
3. Approve the attached County Short Lease Agreement substantially in form; and
4. Approve the attached Right of Entry Agreement substantially in form; and
5. Authorize the General Manager, or his designee, to negotiate and execute such agreements on behalf of the Board; and
6. Direct the General Manager to file a quarterly report with the Board attaching any such agreements for final acknowledgment signature by the Chairman.

**ACTION:Policy**

Scott Bangle, Director General Manager / Park Director

7/10/2019

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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 23, 2019  
xc: Parks

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	0
<b>SOURCE OF FUNDS: None</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-23/24

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

**BACKGROUND:**

**Summary**

The Riverside County Regional Park and Open-Space District (District) at times has the need to enter into right of entry, license/use or lease agreements with a person, organization or corporation, public or private, to facilitate and carry out the purposes of the District. In an effort to provide for a more efficient and cost effective manner to facilitate District business as it involves real property owned by the District, it desires to establish the attached agreements as the form to be used for these real property transactions by requesting Board approval of said agreement and to delegate the authority to the General Manager, or his designee, to negotiate, process, finalize and approve these right of entry, license/use or lease agreements. The material terms and conditions of each respective agreement are set forth in the forms with only the particular details of the real property, the contracting party, the duration and rental amount to be entered into the documents. The District has the power to lease or license its own real property, necessary to the full exercise of its powers. Delegating the authority to execute the above referenced agreements would expedite the processing of such documents and reduce costs in connection therewith. It will reduce the amount of time and taxpayer dollars spent on these transactions. This expedited process would be subject to limitations to the duration of up to 5 years and maximum monthly rental amounts of \$30,000 for any agreements. A quarterly report shall be prepared to keep the Board apprised of the various transactions.

**Impact on Citizens and Businesses**

Delegating this authority will reduce taxpayer dollars. In addition this authority would also allow the District to provide for a more efficient and cost effective manner to facilitate District business as it involves real property owned by the District, as well as better serve parties, agencies and partners in the negotiation, processing, finalization and approvals of rights of entry and license/use or lease agreements.

**Other Fiscal Information**

The District's Lease and Right of Entry Agreements may have a revenue component based on the scope and purpose of the Agreement. For Agreements initiated at the request of an outside entity, the District seeks full cost recovery at a minimum for all labor and expenses related to the creation and execution of the Agreement. For certain other Agreements, the District may

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

incorporate an ongoing revenue-sharing component, calculated rental rate, or flat fee depending on appropriateness and applicability.

**ATTACHMENTS**


Resolution No. 2019-01

Ground Lease Agreement

Short Lease Form – County Leasing from Third Party

Right of Entry Agreement

  
Rahimi Basma, Principal Management Analyst 7/15/2019

  
Gregory L. Priamos, Director County Counsel 7/11/2019

1 Board of Directors

Riverside County Regional Park  
and Open-Space District

2  
3 RESOLUTION NO. 2019-01

4 DELEGATION OF AUTHORITY FOR GENERAL MANAGER TO EXECUTE CERTAIN  
5 REAL PROPERTY AGREEMENTS CONCERNING PARK DISTRICT OWNED LAND

6  
7 **WHEREAS**, the District may lease or license its own real property necessary to the full  
8 exercise of its powers; and

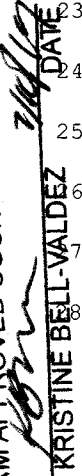
9 **WHEREAS**, the Riverside County Regional Park and Open-Space District (District) at  
10 times has the need to enter into right of entry, license/use or lease agreements with a person,  
11 organization or corporation, public or private to facilitate and carry out the purposes of the District;  
12 and  
13

14 **WHEREAS**, delegating the authority to execute the above referenced agreements would  
15 expedite the processing of such documents and reduce costs in connection therewith; and

16 **WHEREAS**, the District desires to establish the attached agreements as the form to be  
17 used for these real property transactions by requesting Board approval of said agreement and to  
18 delegate the authority to the General Manager, or his designee, to negotiate, process and execute  
19 right of entry, license/use or lease agreements; now;

20 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the  
21 Board of Directors of the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE  
22 DISTRICT, in regular session assembled on July 23, 2019 at 9:30 am in the meeting room of the  
23 Board of Directors, located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon  
24 Street, Riverside, California, as follows:  
25  
26  
27  
28

FORM APPROVED COUNTY COUNSEL

BY  KRISTINE BELL-VALDEZ

DATE

1 Section 1: That the attached right of entry, license and lease agreements substantially in  
2 form and subject to limitations are approved by the Board and the General Manager of the District  
3 is hereby authorized to negotiate, process, and approve such agreements.  
4

5 Section 2: That any agreements entered into for the District owned real property shall not  
6 exceed ten (10) years in duration, is not renewable and rent shall not exceed \$30,000 per month.  
7

8 Section 3. That all such agreements have been approved as to form or prepared by County  
9 Counsel.


10 Section 4. That the General Manager, or his designee, shall prepare and submit a quarterly  
11 report of all such agreements to the Board.  
12

13 ROLL CALL:

14 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
15 Nays: None  
16 Absent: None

17 The foregoing is certified to be a true copy of a resolution duly  
18 adopted by said Board of Supervisors on the date therein set forth.

19 Kecia R. Harper, Clerk of said Board

20 By   
21 Deputy  
22  
23  
24  
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27  
28

1 Riverside County Regional Park and Open-Space District, a special district, ("Grantor"), and  
2 Insert name(s) of Grantee(s), ("Grantee")

3 APN:  
4 Address:

5 RIGHT OF ENTRY AGREEMENT

6 This Right of Entry ("ROE") Agreement is made and entered into this \_\_\_ day of \_\_\_\_, 20\_\_\_, between  
7 the Riverside County Regional Park and Open-Space District ("Grantor") and \_\_\_\_\_, ("Grantee").  
8 Grantor and Grantee are sometimes collectively referred to as "Parties".

8 RECITALS

9 A. Grantor is the owner of certain real property known as: [insert address, if there is one] (APN:  
10 - - ), and legally described in Exhibit "A" attached hereto and incorporated herein by reference  
11 ("Property") and has the right to grant to Grantee permission to enter upon and use the Property.

12 B. Grantee desires to obtain Grantor's permission to enter upon and use the Property, on a  
13 temporary basis, for the purpose of [insert purpose for entry].

14 C. Grantor desires to accommodate Grantee's request for permission to enter upon Grantor's  
15 Property, on a temporary basis, for [state purpose and if it is in furtherance of working on a particular  
16 project] the project limits and scope of which are shown on Exhibit "B" attached hereto and incorporated  
17 by reference.

18 NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

19 AGREEMENT

20 1. Right of Entry Grantor hereby grants to Grantee and its agents, employees and contractors  
21 the temporary right to enter onto the Property for the purpose more particularly described in Exhibit "B"  
22 attached and for no other purpose.

23 2. Term The term of this Right of Entry shall commence on the date this ROE  
24 Agreement is executed by all Parties hereto ("Effective Date"). This ROE shall terminate twelve (12)  
25 months from the Effective Date of this Agreement or until completion of said project, whichever shall be  
26 sooner. The term may be extended by written notice to Grantee in the sole and absolute discretion of  
27 Grantor. This ROE is subordinate to all prior or future rights and obligations of Grantor in the Property,  
28 except that Grantor shall grant no rights inconsistent with the reasonable exercise by Grantee of its rights  
under this ROE.

3. Consideration Grantee agrees to pay Grantor the sum of [insert amount] dollars and no cents  
(\$XXX.00) as consideration for the rights granted by this right of entry.

4. Notice of work Prior to any entry upon the Property for any of the purposes  
hereinabove set forth, Grantee shall notify the authorities in charge named below by written and/or oral  
notice at least forty-eight (48) hours prior to commencement of entry and work. Grantee shall also notify  
authorities in charge at least forty-eight (48) hours prior to cessation of work.

Name:  
Address:  
Phone:  
Fax:

1           5.     Liens           Grantee shall not permit to be placed against the Property, or any part thereof,  
2 any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard  
3 to Grantee's actions upon the Property. Grantee agrees to hold Grantor harmless for any loss or expense,  
including reasonable attorneys' fee, arising from any such liens which might be file against the Property.

4           6.     Indemnification     Grantee shall defend, indemnify and hold harmless Grantor, its Agencies and  
5 Departments, their respective directors, officers, Board of Directors, elected and appointed officials,  
6 employees, agents and representatives from all actions, claims, suits, penalties, obligations, damages and  
7 liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause  
8 asserted or based upon any act or omission of Grantee, its employees, agents, or any subcontractors, agents  
or representatives of Grantee, or the obligations contemplated by this agreement, to or in any way connected  
with the use of the property. Such indemnification shall include all costs and attorneys' fees. The  
obligations set forth in this paragraph shall survive the termination of this agreement. COUNTY'S defense  
obligation hereunder shall be immediate upon written notice of a claim by GRANTOR.

9           With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
10 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have  
11 the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;  
12 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits  
13 or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S  
14 obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate  
form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified  
insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S  
obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event  
there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted  
to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from  
indemnifying the Indemnitees to the fullest extent allowed by law.

15           7.     Insurance     As a condition of this ROE Agreement, Grantee will provide, and/or cause  
16 its contractors to provide, a policy or policies of insurance as follows: A certificate of insurance naming the  
17 Grantor as additional insured in the amount of \$1,000,000.00 general liability policy as well as verifying  
18 \$1,000,000.00 of automobile and workers compensation insurance. Such insurance shall be primary and  
all endorsements shall be provided. Maintaining and showing proof of insurance shall not limit or restrict  
Grantee's indemnification of the Grantor.

19           8.     Compliance with Laws     Grantee shall, in all activities undertaken pursuant to this  
20 ROE, comply and cause its contractors, agents, and employees to comply with all federal, state, and local  
21 laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the  
22 generality of the foregoing, Grantee, at its sole cost and expense, shall obtain any and all permits which  
23 may be required by any law, regulation or ordinance for any activities Grantee desires to conduct or have  
24 conducted pursuant to this ROE.

25           CEQA Compliance     Grantee shall, in all activities undertaken pursuant to this  
26 ROE, comply with Article 18. Statutory Exemptions Sections 15260 to 15285 and Article 19. Categorical  
27 Exemptions: Sections 15300 to 15333 California Environmental Quality Act Title 14. California Code of  
28 Regulations.

9.     Inspection     Grantor and its representatives, employees, agents or independent contractors  
may enter and inspect the Property or any portion thereof or any improvements thereon at any time and  
from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this  
ROE.

10.    Not Real Property Interest     It is expressly understood that this ROE is not exclusive and  
does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property  
interest in the Property to Grantee.

1 11. Protection and Restoration of the Property Grantee shall protect the Property, including  
2 all improvements and the natural resources thereon, at all times at Grantee's sole cost and expense, and  
3 Grantee shall strictly adhere to the following restrictions:

4 a. Grantee may not place or dump garbage, trash or refuse anywhere upon or within the  
5 Property, except for self-contained trash receptacles that are maintained to Grantor's  
6 satisfaction by Grantee;

7 b. Grantee may not commit or create, or suffer to be committed or created, any waste, hazardous  
8 condition and/or nuisance to occur upon the Property;

9 c. Grantee may not cut, prune or remove any native trees or brush upon the Property, except  
10 for the elimination of safety hazards without first obtaining written permission by the Grantor;

11 d. Grantee may not disturb, move or remove any rocks or boulders upon the Property except  
12 for the elimination of safety hazards without first obtaining written permission by the Grantor;

13 e. Grantee must exercise due diligence in the protection of the Property against damage or  
14 destruction by fire, vandalism or other cause.

15 Upon the termination or revocation of this ROE, but before its relinquishment to Grantor, Grantee  
16 shall, at its own cost and expense, remove any debris generated by its use and Property shall be left in a  
17 neat condition. Grantee agrees not to damage Property in the process of performing the permitted activities.

18 12. Public safety Grantee shall, or cause its contractors or subcontractors to take any and all  
19 other necessary and reasonable steps to protect the public from harm due to the work.

20 13. Entire agreement This ROE Agreement is the result of negotiations between the Parties  
21 hereto. The Parties further declare and represent that no inducement, promise or agreement not herein  
22 expressed has been made to them and this ROE contains the entire agreement of the Parties, and that the  
23 terms of this agreement are contractual and not a mere recital. Any ambiguity in the Agreement or any of  
24 its provisions shall not be interpreted against the Party drafting the agreement.

25 14. Warranty of Authority The undersigned represents that it has the authority to, and  
26 does, bind the person or entity on whose behalf and for whom it is signing this ROE and the attendant  
27 documents provided for herein, and this agreement and said additional documents are, accordingly, binding  
28 on said person or entity.

15. Assignment This ROE shall not, nor shall any interest herein be assigned, mortgaged,  
hypothesized, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall  
Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or  
any portion thereof.

16. Choice of Law This Right of Entry Agreement will be governed and interpreted  
according to the laws of the State of California and the venue shall be in a court of content jurisdiction in  
the County of Riverside, State of California. .

17. Modification The agreement shall not be changed, modified, or amended except upon the  
written consent of the Parties hereto.

///  
///  
///



1 IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date as  
2 indicated below each Party's signature.

3  
4 Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

6 GRANTOR:  
7 RIVERSIDE COUNTY REGIONAL PARK  
8 AND OPEN-SPACE DISTRICT, a special district

9 By: \_\_\_\_\_  
10 Scott Bangle  
11 General Manager

12 GRANTEE:

13  
14  
15  
16 By: \_\_\_\_\_  
17 Name:  
18 Its:  
19 Address:  
20 City/State/Zip:  
21 Phone #:

1 LEASE

2 REGIONAL PARKS AND OPEN SPACE DISTRICT FROM

3 [LESSOR]

4 (Address)

5  
6 (Lessor Name), herein called Lessor, leases to the COUNTY OF RIVERSIDE,  
7 herein called County, the property described below under the following terms and  
8 conditions:

9 1. Description. The premises leased hereby consist of approximately  
10 (Square Feet) square feet located within that certain building located at (Description of  
11 Premises), California, also identified as Assessor Parcel Number  
12 \_\_\_\_\_, as more particularly shown on Exhibit "A", attached hereto,  
13 and by this reference made a part of this Lease.

14 2. Use.

15 (a) The premises are leased to County primarily for the purpose of  
16 (Inset Use, example: providing office space), for use by its (User Department), but  
17 may be used for any official business of County government.

18 (b) County shall have the exclusive possession of the leased premises  
19 and common usage of the walkways, rest rooms, driveways, vehicular parking spaces,  
20 and other similar facilities maintained by Lessor for other tenants and the public.

21 3. Term.

22 (a) The Term of this Lease shall be for a period of (Term) months  
23 commencing (Commencement Period) days after County's approval of this Lease or  
24 the date thereafter upon which County can take useful occupancy, subject to the  
25 provisions contained in Paragraph (Termination Paragraph Reference) herein. County  
26 reserves the right to determine if the leased premises are prepared for useful occupancy.

27 (b) Any holding over by County after the expiration of said term shall be  
28 deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

1 (c) County shall have the right of first refusal as to the renewal of this  
2 Lease at the expiration of said term on whatever terms and conditions Lessor may then  
3 offer.

4  
5 **\*\*\* (Option to Extend-One (1) Year Option) \*\*\***

6  
7 **4. Option to Extend.** County shall have the option to extend the term of  
8 this Lease for a separate and consecutive one (1) year period, which option shall be  
9 exercised by County giving Lessor notice of its election thereof, in writing, no later than  
10 sixty (60) days prior to the expiration of the initial term of this Lease.

11  
12 **\*\*\* (Options to Extend-Two (2) Year Options) \*\*\***

13  
14 **4. Options to Extend.** County shall have options to extend the term of this  
15 Lease for two (2) separate and consecutive one (1) year periods, which options shall be  
16 exercised in the following manner:

17 (a) The first option shall be exercised by County giving Lessor notice of  
18 its election thereof, in writing, no later than sixty (60) days prior to the expiration of the  
19 initial term of this Lease.

20 (b) The second option shall be exercised by County giving Lessor  
21 notice of its election thereof, in writing, not later than sixty (60) days prior to the expiration  
22 of the first extended term of this Lease.

23  
24 **\*\*\* (Options to Extend-No Options) \*\*\***

25  
26 **4. Options to Extend. None.**

27  
28 **\*\*\* (Options to Extend-More Than Two (2) One (1) Year Options) \*\*\***

1           **4. Options to Extend.** County shall have options to extend the term of this  
2 Lease for **(Number of Options)** separate and consecutive one (1) year periods, which  
3 options shall be exercised in the following manner:

4           (a) The first option shall be exercised by County giving Lessor notice of  
5 its election thereof, in writing, no later than sixty (60) days prior to the expiration of the  
6 initial term of this Lease.

7           (b) The second option shall be exercised by County giving Lessor  
8 notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration  
9 of the first extended term of this Lease.

10          (c) The **(Option)** option shall be exercised by County giving Lessor  
11 notice of its election thereof, in writing, no later than sixty (60) days prior to the expiration  
12 of the **(Term Number)** extended term of this Lease.

13  
14 \*\*\* (Option 1 Rent-TI Rent Flat Increase) \*\*\*

15  
16           **5. Rent.**

17           (a) County shall pay the sum of **(Monthly Rent)** per month to  
18 Lessor as rent for the leased premises, payable, in advance, on the first day of the month  
19 or as soon thereafter as a warrant can be issued in the normal course of County's  
20 business; provided, however, in the event County cannot take useful occupancy of the  
21 leased premises until after the first day of the month, rentals for the first and last months  
22 shall be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy  
23 for the first month and on the first day of the last month, or as soon thereafter as a warrant  
24 can be issued in the normal course of County's business.

25 ///

26           (b) In addition to the monthly rental above stated, County shall pay to  
27 Lessor the sum of **(B.-Monthly TI Rent)** per month for a **(C.-Term)** month term as a  
28 partial reimbursement for the costs of improvements made by Lessor pursuant to its

1 obligation under Paragraph 9 of this Lease. Lessor to provide attachment 1, an itemized  
2 cost statement, upon completion of improvements.

3 (c) Notwithstanding the provisions of Paragraph 5(a) herein, the  
4 monthly rental (but not including the monthly payment of **(D.-Monthly TI Rent-same as**  
5 **B)** for improvement reimbursement) shall be increased on each anniversary of this Lease  
6 by an amount equal to **(E.-Increase Percentage)** of such monthly rent.

7

8 **\*\*\* (Option 2 Rent-No TI Rent Flat (Increase) \*\*\***

9

10 **5. Rent.**

11 (a) County shall pay the sum of **(A.-Monthly Rent)** per month to Lessor  
12 as rent for the leased premises, payable, in advance, on the first day of the month or as  
13 soon thereafter as a warrant can be issued in the normal course of County's business;  
14 provided, however, in the event County cannot take useful occupancy of the leased  
15 premises until after the first day of the month, the rentals for the first and last months  
16 shall be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy  
17 for the first month and on the first day of the last month, or as soon thereafter as a warrant  
18 can be issued in the normal course of County's business.

19 (b) Notwithstanding the provisions of Paragraph 5(a) herein, the  
20 monthly rent shall be increased on each anniversary of this Lease by an amount equal  
21 to **(B.-Increase Percentage)** of such monthly rental.

22

23 **\*\*\* (Option 3 Rent-No TI Rent-Fixed Increase) \*\*\***

24

25 **5. Rent.** County shall pay to Lessor the monthly sums as rent for the leased  
26 premises during the term of this Lease as indicated below:

27

28 Amount Year

1	\$ (A.-Year 1)	First
2	\$ (B.-Year 2)	Second
3	\$ (C.-Year 3)	Third
4	\$ (D.-Year 4)	Fourth
5	\$ (E.-Year 5)	Fifth

6  
7 Said monthly sums shall be payable, in advance, on the first day of the month or as soon  
8 thereafter as a warrant can be issued in the normal course of County's business;  
9 provided, however, in the event County cannot take useful occupancy of the leased  
10 premises until after the first day of the month, the rental for the first and last months shall  
11 be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy for  
12 the first month and on the first day of the last month, or as soon thereafter as a warrant  
13 can be issued in the normal course of County's business.

14  
15 **\*\*\* (Option 4 Rent-TI Rent Fixed Increase) \*\*\***

16  
17 **5. Rent.**

18 (a) County shall pay to Lessor the monthly sums as rent for the leased  
19 premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$ (Year 1)	First
\$ (Year 2)	Second
\$ (Year 3)	Third
\$ (Year 4)	Fourth
\$ (Year 5)	Fifth

1 Said monthly sums shall be payable, in advance, on the first day of the month or as soon  
2 thereafter as a warrant can be issued in the normal course of County's business;  
3 provided, however, in the event County cannot take useful occupancy of the leased  
4 premises until after the first day of the month, the rental for the first and last months shall  
5 be pro-rated on a thirty (30) calendar basis, payable on the date of occupancy for the  
6 first month and on the first day of the last month, or as soon thereafter as a warrant can  
7 be issued in the normal course of County's business.

8 (b) In addition to the monthly rental above stated, County shall to  
9 Lessor the sum of **(Monthly TI Rent)** per month for **(Term)** months as a partial  
10 reimbursement for the costs of improvements made by Lessor pursuant to its obligation  
11 under Paragraph 9 of this Lease. Lessor to provide attachment 1, an itemized cost  
12 statement, upon completion of improvements.

13  
14 **6. Custodial.**

15 (a) **Custodial Services.** Lessor shall provide, or cause to be  
16 provided, and pay for all custodial services in connection with the Leased Premises and  
17 such services shall be provided as set forth in the attached Exhibit "B". The provider of  
18 such custodial services will perform background checks through LiveScan or in the  
19 manner specified by County, of qualified permanent and temporary employees to  
20 determine their suitability for employment. The provider will be bonded in the sum of  
21 \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished  
22 prior to occupancy of Premises by County. In addition to bonding as required herein,  
23 Lessor shall also receive proof of statutory workers' compensation insurance,  
24 commercial general liability and vehicle liability insurance from the provider of any  
25 custodial functions performed at the Premises location.

26 (b) **County's Right to Provide Custodial Service and Deduct Cost.**  
27 If County provides written notice to Lessor of an event or circumstance that requires the  
28 action of Lessor with respect to the custodial services as set forth in Paragraph 6 and

1 Exhibit "B", and Lessor fails to provide such action as required by the terms of this Lease  
2 within three (3) days of County's notice, County may take the required action to provide  
3 custodial services by its staff or those of a custodial contractor if: (1) County delivers to  
4 Lessor an additional written notice advising Lessor that County intends to take the  
5 required action if Lessor does not begin the required action within forty-eight (48) hours  
6 after the written notice; and (2) Lessor fails to begin the required work within this forty-  
7 eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse  
8 County the actual cost and expenses thereof, provided said costs and expenses are  
9 reasonable. Should Lessor fail to promptly pay the cost and expenses, County may  
10 deduct and offset that amount from Rent payable under this Lease. For purposes of this  
11 Section, notice given by fax or e-mail shall be deemed sufficient.

12  
13 **\*\*\* (Option 1 Utilities-County Pays Telephone and Electric) \*\*\***

14  
15 **7. Utilities.** County shall pay for all electric and telephone services used in  
16 connection with the leased premises. Lessor shall provide, or cause to be provided, and  
17 pay for all other utility services, including, but not limited to, water, gas, refuse collection  
18 and sewer services, as may be required in the maintenance, operation and use of the  
19 leased premises.

20  
21 **\*\*\* (Option 2 Utilities-Lessor Pays All) \*\*\***

22  
23 **7. Utilities.** County shall pay for all telephone services used in connection  
24 with the leased premises. Lessor shall provide, or cause to be provided, and pay for all  
25 other utility services, including but not limited to, electric, water, gas, refuse collection  
26 and sewer services, as may be required in the maintenance, operation and use of the  
27 leased premises.

28



1 **\*\*\* (Option 3 Utilities-County Pays All) \*\*\***

2  
3 **7. Utilities.** County shall pay for all utility services used in connection with  
4 the leased premises, including, but not limited to, telephone, electric, water, gas, refuse  
5 collection and sewer services, as may be required in the maintenance, operation and  
6 use of the leased premises.

7  
8 **8. Maintenance.**

9 (a) Lessor warrants that the leased premises shall be in good and  
10 suitable condition for the uses contemplated herein at such time as County can take  
11 useful occupancy. Lessor shall keep the leased premises in such good condition, and  
12 in compliance with all federal, state and local laws, ordinances, rules, codes and  
13 regulations including but not limited to fire, health and safety. Additionally, Lessor shall  
14 maintain the exterior and interior of the leased premises, including, but not limited to,  
15 insect/pest control services, air conditioning equipment, heating equipment, plumbing,  
16 electrical wiring and fixtures, windows and structural parts, in good working condition and  
17 repair and in compliance with all laws, ordinances, rules and regulations, including, but  
18 not limited to, the Americans with Disabilities Act.

19 (b) In the event Lessor fails, or refuses, to make any repairs to the  
20 leased premises as may be required or necessitated, County reserves the right to  
21 undertake such repairs, subject to two (2) weeks' notice to Lessor in writing. The costs  
22 and expenses of such repairs shall be deducted from any rents due hereunder.

23 (c) Notwithstanding the provisions contained in Paragraph 8(a) above,  
24 in the event an emergency arises which requires or necessitates repairs to the leased  
25 premises in order to insure the health and safety of persons or property or both, and  
26 Lessor fails, or refuses, to make such repairs in an expeditious manner, County may  
27 undertake such repairs and notify Lessor thereof in writing promptly thereafter. The costs  
28 and expenses of such repairs shall be deducted from any rents due hereunder.

1           **9.     Improvements by Lessor.**

2           (a)     Lessor, at its expense, shall prepare the leased premises for useful  
3 occupancy as shown on Exhibit "C", attached hereto and by this reference made a part  
4 of this Lease.

5           (b)     Lessor recognizes and understands that said preparation of the  
6 leased premises shall be subject to the provisions contained in the California Labor Code  
7 (commencing with Section 1720) relating to general prevailing wage rates and other  
8 pertinent provisions therein.

9           (c)     Lessor shall comply and stay current with all applicable building  
10 standards, which may change from time to time, including but not limited to, the  
11 Americans with Disabilities Act in preparing the premises for occupancy as specified in  
12 Paragraph 9(a) above.

13           **10.    Improvements by County.**

14           (a)     Any alterations, improvements or installation of fixtures to be  
15 undertaken by County shall have the prior written consent of Lessor after County has  
16 submitted plans for any such proposed alterations, improvements or fixtures to Lessor  
17 in writing. Such consent shall not be unreasonably withheld by Lessor.

18           (b)     All alterations and improvements made, and fixtures installed, by  
19 County shall remain County property and may be removed by County at or prior to the  
20 expiration of this Lease; provided, however, that such removal does not cause injury or  
21 damage to the leased premises, or in the event it does, the premises shall be restored.

22           **11.    Indemnification and Hold Harmless.**

23           (a)     Lessor shall indemnify and hold harmless the County Parties from any  
24 liability, including, but not limited to, property damage, bodily damage, bodily injury, or  
25 death, or from any services provided by Lessor Parties or any act, error, omission, of  
26 Lessor Parties or of any invitee, guest, or licensee of Lessor in, on, or about the Project  
27 arising out of, from or in any way relating to this Lease. When indemnifying County  
28 Parties, Lessor shall defend at its sole cost and expense, including but not limited to,

1 attorney fees, cost of investigation, defense and settlements or awards, on behalf of the  
2 County parties in any claim or action based upon such liability.

3 (b) County shall indemnify and hold harmless the Lessor Parties from  
4 any liability, including, but not limited to, property damage, bodily injury, or death, based  
5 or asserted on events which may occur within the County leased premises and is under  
6 the control of the County arising out of or from its use and occupancy relating to this  
7 Lease. County Parties shall not indemnify Lessor Parties for liability arising within the  
8 County leased Premises when such liability arose out of or from Lessor's responsibilities  
9 under the terms of this Lease. County shall defend at its sole cost and expense,  
10 including, but not limited to, attorney fees, cost of investigation, defense and settlements  
11 or awards, on behalf of the Lessor Parties in any claim or action based upon such liability.

12 (c) With respect to any action or claim subject to indemnification  
13 herein, the indemnifying party shall, at their sole cost, have the right to use counsel of  
14 their choice and shall have the right to adjust, settle, or compromise any such action or  
15 claim without the prior consent of the indemnified party; provided, however, that any such  
16 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
17 the indemnifying party's obligation to indemnify as set forth herein.

18 ///

19 (d) The indemnifying party's obligation hereunder shall be satisfied  
20 when they have provided the indemnified party the appropriate form of dismissal  
21 relieving the indemnified party from any liability for the action or claim involved.

22 (e) The specified insurance limits required in this Lease shall in no  
23 way limit or circumscribe the indemnifying party's obligation to indemnify as set forth  
24 herein.

25 (f) In the event there is conflict between this clause and California  
26 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
27 Such interpretation shall not relieve the indemnifying party's obligation to provide  
28 indemnification to the fullest extent allowed by law.

1 (g) **Survival of Indemnification.** The paragraphs of this Paragraph  
2 11 shall survive the expiration or earlier termination of this Lease until all claims against  
3 County Parties involving any of the indemnified matters are fully, finally, and absolutely  
4 barred by the applicable statutes of limitations.

5 **12. Insurance.**

6 (a) **Lessor's Insurance.** Without limiting or diminishing any  
7 indemnification contained within this Lease, Lessor and/or their authorized  
8 representatives, including, if any, a property management company, shall procure and  
9 maintain or cause to be maintained, at its sole cost and expense, the following insurance  
10 coverage during the term of this Lease.

11 (b) **Workers' Compensation.** Workers' Compensation Insurance  
12 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
13 Employers' Liability (Coverage B) including Occupational Disease with limits not less  
14 than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
15 subrogation in favor of The County of Riverside.

16 (c) **Commercial General Liability.** Commercial General Liability  
17 Insurance coverage, including but not limited to, premises liability, contractual liability,  
18 products/completed operations, personal and advertising injury, cross liability coverage  
19 and employment practices liability covering bodily injury, property damage, and personal  
20 injury arising out of or relating, directly or indirectly, to the design, construction,  
21 maintenance, repair, alteration and ownership of the Premises and all areas appurtenant  
22 thereto including claims which may arise from or out of Lessor's operations, use, and  
23 management of the Premises, or the performance of its obligations hereunder. Policy  
24 shall name the County of Riverside, its Special Districts, Agencies, Districts and  
25 Departments, their respective Directors, Officers, Board of Supervisors, elected and  
26 appointed officials, employees, agents, independent contractors or representatives as  
27 an Additional Insured. Policy limits shall not be less than \$1,000,000 per occurrence. If  
28

1 such insurance contains a general aggregate limit, it shall apply separately to this Lease  
2 or be no less than two (2) times the occurrence limit.

3 (d) **Vehicle Liability.** If vehicles or licensed mobile equipment are used  
4 on the Project, Lessor shall maintain auto liability insurance for all owned, non-owned or  
5 hired automobiles in an amount not less than \$1,000,000 per occurrence combined  
6 single limit. Policy shall name the County of Riverside, its Special Districts, Agencies,  
7 Districts, and Departments, their respective Directors, Officers, Board of Supervisors,  
8 elected and appointed officials, employees, agents, independent contractors or  
9 representatives as Additional Insured.

10 (e) **Property (Physical Damage).**

11 (1) All-Risk real property insurance coverage, including  
12 earthquake and flood, if applicable, for the full replacement cost value of buildings,  
13 structures, fixtures, all improvements therein, and building systems on the Project as the  
14 same exists at each early anniversary of the term. Policy shall include Business  
15 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for  
16 off-premises power failure. Policy shall name the County as a Loss Payee as their  
17 interests may appear.

18 (2) Boiler and Machinery insurance providing coverage for at  
19 least but not limited to, all high voltage electrical and rotating mechanical equipment on  
20 a full replacement cost value basis. Policy shall provide Business Interruption, Extra  
21 Expense, and Expediting Expense coverage as well as coverage for off-premises power  
22 failure. Policy shall name the County as a Loss Payee as their interests may appear.

23 (3) During such time, prior to the commencement of this Lease  
24 while Lessor is preparing the Premises in accordance with Exhibit "B", Lessor shall keep  
25 or require its Contractor to keep in full force and effect, a policy of Course of Construction  
26 Insurance covering loss or damage to the Premises for the full replacement value of such  
27 work. The Named Insured shall include the Lessor, County and Contractor as their  
28 interests appear. Lessor or their Contractor shall be responsible for any deductible

1 payments that result from a loss at the Premises under this coverage. If, at the time of  
2 any loss to the property described on Exhibit "B", it is determined that the insurance has  
3 not been carried or the insurance does not cover the loss of property being installed, the  
4 Lessor shall be responsible to pay the loss without contribution from the County.

5 (f) **General Insurance Provisions – All Lines.**

6 (1) Any insurance carrier providing Lessor's insurance coverage  
7 hereunder shall be admitted to the State of California and have an A.M. BEST rating of  
8 not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the  
9 County Risk Manager. If the County's Risk Manager waives a requirement for a  
10 particular insurer such waiver is only valid for that specific insurer and only for one policy  
11 term.

12 (2) The Lessor or Lessor's insurance carrier(s) must declare its  
13 insurance deductibles or self-insured retentions. If such deductibles or self-insured  
14 retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall  
15 have the prior written consent of the County Risk Manager before the commencement  
16 of the Lease term. Upon notification of deductibles or self insured retentions which are  
17 deemed unacceptable to the County, at the election of the County's Risk Manager,  
18 Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured  
19 retentions as respects this Agreement with the County, or 2) procure a bond which  
20 guarantees payment of losses and related investigations, claims administration, defense  
21 costs and expenses.

22 (3) At the inception of this Lease and annually at the Lessor's  
23 insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to  
24 furnish the County of Riverside with 1) a properly executed original Certificate(s) of  
25 Insurance and certified original copies of Endorsements effecting coverage as required  
26 herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide  
27 original Certified copies of policies including all Endorsements and all attachments  
28 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)

1 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
2 provide no less than thirty (30) days written notice be given to the County of Riverside  
3 prior to any material modification or cancellation of such insurance. In the event of a  
4 material modification or cancellation of coverage, this Lease shall terminate forthwith,  
5 unless the County of Riverside receives, prior to such effective date, another properly  
6 executed original Certificate of Insurance and original copies of endorsements or  
7 certified original policies, including all endorsements and attachments thereto evidencing  
8 coverage and the insurance required herein is in full force and effect. Individual(s)  
9 authorized by the insurance carrier to do so on its behalf shall sign the original  
10 endorsements for each policy and the Certificate of Insurance. The Lease term shall not  
11 commence until the County of Riverside has been furnished original Certificates of  
12 Insurance and certified original copies of endorsements or policies of insurance including  
13 all endorsements and any and all other attachments as required in this Section.

14  
15 (4) It is understood and agreed by the parties hereto and the  
16 Lessor's insurance company(s) that the Certificate(s) of Insurance and policies shall so  
17 covenant and shall be construed as primary insurance, and the County's insurance  
18 and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
19 construed as contributory.

20  
21 **\*\*\* (Option 1 to Terminate-Termination with TI Payoff) \*\*\***

22  
23 **13. Options to Terminate.**

24 (a) In the event County cannot take useful occupancy by **(A.-**  
25 **Occupancy)** then County may, at its election, either (1) deduct from any rents that may  
26 become due hereunder the sum of **(Rent Deduction)** each day the leased premises are  
27 not prepared for useful occupancy after **(Occupancy-same as A)**, as liquidated damages  
28 for failure to provide useful occupancy in a timely manner as prescribed hereunder.

1 Lessor and County agree that such damages are to be one of the mutually exclusive  
2 remedies, as prescribed in this Paragraph 13, for such failure, in that at the time of  
3 entering into this Lease it would be impractical and extremely difficult to fix the actual  
4 damages that would flow from Lessor's failure to provide useful occupancy in a timely  
5 manner, including, but not limited to, the difference in money between the total sum to  
6 be paid by County to another party for rent to lease such party's real property, if the rental  
7 hereunder is less than the rental to be paid such other party, or (2) cancel this Lease  
8 and Lessor hereby waives any and all rights that it may have against County for any  
9 costs, expenses and/or charges that Lessor may have incurred as a result of preparing  
10 the leased premises for occupancy.

11 (b) County shall have the option to terminate this Lease if the leased  
12 premises are destroyed or damaged to the extent that they cannot be repaired within  
13 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty  
14 of the Lessor to make such repairs promptly, and during said period, the rent shall abate  
15 pro rata as to any portion of the leased premises not usable by the County. County  
16 reserves the right to determine what, if any portions of the leased premises are usable.

17 (c) The parties hereto recognize and understand that the rental  
18 consideration hereunder originates from county, state and/or federal sources and  
19 therefore, if such funding is reduced or otherwise becomes unavailable, based on the  
20 County's annual fiscal budget, County shall have the right to terminate this Lease by  
21 giving Lessor sixty (60) days notice thereof in writing.

22 (d) In the event that County terminates this Lease as provided in  
23 Paragraph 13(c), County agrees to pay Lessor the balance of all payments which would  
24 otherwise be due monthly for improvements under Paragraph 9(a). Such accelerated  
25 concluding balance shall be computed by multiplying **(Monthly TI Rent)** times the  
26 number of months remaining on the initial **(Term)** month term of this Lease.

27  
28 **\*\*\* (Option 2 to Terminate-Termination With Penalty) \*\*\***



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**13. Options to Terminate.**

(a) In the event County cannot take useful occupancy by (*Occupancy*), then County may, at its election, either (1) deduct from any rents that may become due hereunder the sum of (*Rent Deduction*) for each day the leased premises are not prepared for useful occupancy after (*Occupancy-same as A*), as liquidated damages for failure to provide useful occupancy in a timely manner as prescribed hereunder. Lessor and County agree that such damages are to be one of the mutually exclusive remedies, as prescribed in this Paragraph 13, for such failure, in that at the time of entering, into this Lease it would be impractical and extremely difficult to fix the actual damages that would flow from Lessor's failure to provide useful occupancy in a timely manner, including, but not limited to, the difference in money between the total sum to be paid by County to another party for rent to lease such party's real property, if the rental hereunder is less than the rental to be paid such other party, or (2) cancel this Lease and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges that Lessor may have incurred as a result of preparing the leased premises for occupancy.

(b) County shall have the option to terminate this Lease if the leased premises are destroyed or damaged to the extent that they cannot be repaired within sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty of the Lessor to make such repairs promptly, and during said period, the rent shall abate pro rata as to any portion of the leased premises not usable by the County. County reserves the right to determine what, if any portions of the leased premises are usable.

(c) The parties hereto recognize and understand that the rental consideration hereunder originates from county, state and/or federal sources and therefore, if such funding is reduced or otherwise becomes unavailable, based on the County's annual fiscal budget, County shall have the right to terminate this Lease by giving Lessor sixty (60) days notice thereof in writing.

1 (d) In the event that County terminates this Lease as provided in  
2 Paragraph 13(c) herein, County agrees to pay to Lessor a sum equal to **(D.-Term)**  
3 months of the then current rent, payable monthly, in arrears, on the last day of the month  
4 or as soon thereafter as a warrant can be issued in the normal course of County's  
5 business.

6  
7 **\*\*\* (Option 3 to Terminate-Termination No Escape) \*\*\***

8  
9 **13. Options to Terminate.**

10 (a) In the event County cannot take useful occupancy by **(Occupancy)**, then  
11 County may, at its election, either (1) deduct from any rents that may become due  
12 hereunder the sum of **(Rent Deduction)** for each day the leased premises are not  
13 prepared for useful occupancy after **(Occupancy-same as A)**, as liquidated damages  
14 for failure to provide useful occupancy in a timely manner as prescribed hereunder.  
15 Lessor and County agree that such damages are to be one of the mutually exclusive  
16 remedies, as prescribed in this Paragraph 13, for such failure, in that at the time of  
17 entering into this Lease it would be impractical and extremely difficult to fix the actual  
18 damages that would flow from Lessor's failure to provide useful occupancy in a timely  
19 manner, including, but not limited to, the difference in money between the total sum to  
20 be paid by County to another party for rent to lease such party's real property, if the rental  
21 hereunder is less than the rental to be paid such other party, of (2) cancel this Lease and  
22 Lessor hereby waives any and all rights that it may have against County for any costs,  
23 expenses and/or charges that Lessor may have incurred as a result of preparing the  
24 leased premises for occupancy.

25 (b) County shall have the option to terminate this Lease if the leased  
26 premises are destroyed or damaged to the extent that they cannot be repaired within  
27 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty  
28 of the Lessor to make such repairs promptly, and during said period, the rent shall abate

1 pro rata as to any portion of the leased premises not usable by the County. County  
2 reserves the right to determine what, if any portions of the leased premises are usable.

3  
4 **\*\*\* (Option 4 to Terminate-Termination No Penalty) \*\*\***

5  
6 **13. Options to Terminate.**

7 (a) In the event County cannot take useful occupancy by (**Occupancy**),  
8 then County may, at its election, either (1) deduct from any rents that may become due  
9 hereunder the sum of (**Rent Deduction**) for each day the leased premises are not  
10 prepared for useful occupancy after (**Occupancy**), as liquidated damages for failure to  
11 provide useful occupancy in a timely manner as prescribed hereunder. Lessor and  
12 County agree that such damages are to be one of the mutually exclusive remedies, as  
13 prescribed in this Paragraph 13, for such failure, in that at the time of entering into this  
14 Lease it would be impractical and extremely difficult to fix the actual damages that would  
15 flow from Lessor's failure to provide useful occupancy in a timely manner, including, but  
16 not limited to, the difference in money between the total sum to be paid by County to  
17 another party for rent to lease such party's real property, if the rental hereunder is less  
18 than the rental to be paid such other party, or (2) cancel this Lease and Lessor hereby  
19 waives any and all rights that it may have against County for any costs, expenses and/or  
20 charges that Lessor may have incurred as a result of preparing the leased premises for  
21 occupancy.

22 (b) County shall have the option to terminate this Lease if the leased  
23 premises are destroyed or damaged to the extent that they cannot be repaired within  
24 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the duty  
25 of the Lessor to make such repairs promptly, and during said period, the rent shall abate  
26 pro rata as to any portion of the leased premises not usable by the County. County  
27 reserves the right to determine what, if any portions of the leased premises are usable.

1 (c) The parties hereto recognize and understand that the rental  
2 consideration hereunder originates from county, state and/or federal sources and  
3 therefore, if such funding is reduced or otherwise becomes unavailable, based on the  
4 County's annual fiscal budget, County shall have the right to terminate this Lease by  
5 giving Lessor sixty (60) days notice thereof in writing.  
6

7 **14. Notices.** Any notices required or desired to be served by either party upon  
8 the other shall be addressed to the respective parties as set forth below:  
9

10 County:	Lessor:
11	
12 Riverside County Regional Park &	<i>(Lessor's Name)</i>
13 Open-Space District	<i>(Lessor's Address)</i>
14 Attn: Shannon Chamberlain	<i>(Lessor's City, State and Zip Code)</i>
15 4600 Crestmore Road	<i>(Attention To)</i>
16 Riverside, California 92509	
17	

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

20 **15. Quiet Enjoyment.** Lessor covenants that County shall at all times during  
21 the term of this Lease peaceable and quietly have, hold and enjoy the use of the leased  
22 premises so long as County shall fully and faithfully perform the terms and conditions  
23 that it is required to do under this Lease.

24 **16. Binding on Successors.** The terms and conditions herein contained shall  
25 apply to and bind the heirs, successors in interest, executors, administrators,  
26 representatives and assigns of all the parties hereto.  
27  
28

1           **17. Severability.** The invalidity of any provision in the Lease as determined  
2 by court of competent jurisdiction shall in no way affect the validity of any other provision  
3 hereof.

4           **18. Venue.** Any action at law or in equity brought by either of the parties hereto  
5 for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a  
6 court of competent jurisdiction in the County of Riverside, State of California, and the  
7 parties hereto waive all provisions of law providing for a change of venue in such  
8 proceedings to any other county.

9           **19. Attorneys' Fees.** In the event of any litigation or arbitration between  
10 Lessor and County to enforce any of the provisions of this Lease or any right of either  
11 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the  
12 successful party all costs and expenses, including reasonable attorneys' fees, incurred  
13 therein by the successful party, all of which shall be included in and as a part of the  
14 judgment rendered in such litigation or arbitration.

15           **20. County's Representative.** County hereby appoints the Director of the  
16 Department of Facilities Management as its authorized representative to administer this  
17 Lease.

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

24           **22. Interpretation.** The parties hereto have negotiated this Lease at arms  
25 length with advice of their respective attorneys, and no provision contained herein shall  
26 be construed against County solely because it prepared this Lease in its executed form.

27 ///

28 ///

1       **23.** This Lease shall not be binding or consummated until its approval by the  
2 County.

3  
4 Dated: \_\_\_\_\_

**(Corporation/Partnership Name) (Lessor)**

6 By: \_\_\_\_\_  
7 **(Lessor's Name)**

8  
9 By: \_\_\_\_\_  
**(Lessor's Name)**

10 Dated: \_\_\_\_\_

11 **COUNTY OF RIVERSIDE**  
12 **(OPTION 1 BOS approval)**

13  
14 By: \_\_\_\_\_  
**(Name), Chairman**  
**Board of Supervisors**

15 **ATTEST:**  
16 **Kecia Ithem-Harper**  
17 **Clerk of the Board**

18  
19 By: \_\_\_\_\_  
20 **Deputy**

**(OPTION 2 GM approval with delegated authority )**

22 By: \_\_\_\_\_  
23 **(Name)**  
**General Manager of Riverside County**  
**Regional Park and Open-Space District**

24 **APPROVED AS TO FORM:**  
25 **GREGORY PRIAMOS, County Counsel**

26  
27 By: \_\_\_\_\_  
28 **Deputy**

GROUND LEASE  
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Subject/Property:  
Parties:  
Date:

## GROUND LEASE

THIS GROUND LEASE ("Lease") is made as of the \_\_\_\_\_, by and between Riverside County Regional Park and Open-Space District, a park and open-space district, ("District") and [name and capacity of Lessee] ("Lessee").

### RECITALS

A. District is the owner of that certain real property ("Property") situated in County of Riverside, California, commonly known as [address of premises or APN] and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

B. District wishes to lease the Property to Lessee, together with all rights, privileges, and easements appurtenant to the Property, and to convey title to all buildings, structures, and other improvements thereon to Lessee. The Property, such appurtenant rights, privileges and easements and such buildings and improvements, if any, are collectively referred to as the "Leased Premises."

### AGREEMENT

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

#### Section 1. Lease of Premises

District hereby leases to Lessee, and Lessee hereby leases from District, the Leased Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease.

#### Section 2. Term

The term of this Lease shall be [number] year(s) ("Term") commencing on [date] ("Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on [date].

(a) Any holding over by Lessee after the expiration of this Lease shall be on a month-to-month basis strictly, and continuing tenancy rights shall not accrue to Lessee.

(b) Lessee may have an option to extend the term of this Lease provided it is or remains consistent with the District's business plan.

(c) The option shall be exercised in the following manner:

- (i) District would provide written notice to Lessee at least three (3) months prior to the expiration of the Term of the Lease; and
- (ii) Lessee shall respond on whether it will exercise the option to extend; and
- (iii) The exercise of the option could occur only if Lessee is still in possession



Subject/Property:

Parties:

Date:

of the Leased Premises and is not in default or breach of any term or condition of the Lease.

### Section 3. Minimum Rent and Percentage Rent

Lessee shall pay to District as rent, a Minimum Rent or Percentage Rent, whichever is greater, for the use and occupancy of the Leased Premises, at the times and in the manner hereinafter provided, the following sums of money:

(a) Minimum Rent. Lessee shall pay to District minimum rent ("Minimum Rent") in the amount of [insert amount], tendered in whole or in part in U.S. Dollars or In Kind Consideration (value for service or crops), per acre per year in monthly payments; or

(b) Percentage Rent. In the alternative, Lessee shall pay to District the percentage rent ("Percentage Rent") equal to seven percent (7%) of the total monthly amount received ("Gross Receipts") in its operations while occupying the Leased Premises.

(c) In the Event Lessee fails to pay Rent in a timely manner, Lessee shall pay to District an additional amount of eighteen percent (18%) of such Rent due as an administrative charge.

(d) Payment. Minimum and Percentage Rent shall be computed and paid on a monthly basis, with subsequent annual 3% increase adjustments.

(e) Operating Statements. Lessee shall keep complete, accurate and appropriate books and records of monthly Gross Receipts. Such books and records, as well as all other relevant documents as District shall reasonably require, shall, upon reasonable written notice, be open for inspection by District, its auditors or other authorized representatives. District shall have the right, at District's expense, to audit and examine such books, records and documents and other relevant items in the possession of Lessee, but only to the extent necessary for a proper determination of Gross Receipts, and all such books, records, documents and other items shall be held available for such audit and examination. Lessee shall preserve such books, records, documents, and other items for a period of three calendar years after such statement is rendered.

(f) Location for Payment. All Rent (and all other moneys and charges payable by Lessee to District hereunder) shall be paid by Lessee to District in lawful money of the United States of America at District's address for notices hereunder, or to such other person or at such other place as District may from time to time designate by notice in writing to Lessee.

(g) Change of Use. Notwithstanding the provisions of this Section 5 \_\_\_, in the event that Lessee ceases to utilize the Leased Premises for the primary purpose of \_\_\_\_\_, District and Lessee hereby agree to revise the rental provisions of this Lease.

### Section 4. Taxes and Assessment

Lessee recognizes and understands that this Lease may create a possessory interest subject to

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property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to pay, before delinquency, all lawful taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term, including taxes on Possessory interest, which, during the term hereof, may be or become a lien, charge or assessment, or may be levied or imposed, upon the leasehold estate created hereby, or upon the subject matter of this Lease, Lessee's improvements or personal property situated upon the Leased Premises, or upon the subject matter of this Lease, now or hereafter located thereon.

#### Section 5. Use

Lessee shall have the right to use the Leased Premises for [insert purpose of lease]; provided, however, in no event shall the Leased Premises be used for any purpose or use (nor shall any activity be carried on upon the Leased Premises) which in any manner causes, creates or results in a public or private nuisance.

#### Section 6. Quiet Enjoyment

District covenants that upon payment by Lessee of the Rent herein reserved and upon performance and observance by Lessee of all of the agreements, covenants and conditions herein contained on the part of Lessee to be performed and observed, Lessee shall peaceably hold and quietly enjoy the Leased Premises during the entire Term without hindrance, molestation or interruption by District. Lessee, in turn, agrees to quit and to return the Leased Premises to the original state and deliver up possession of Leased Premises peaceably and quietly at the expiration of said term or any sooner termination as contained within this Lease.

#### Section 7. Compliance

(a) Lessee shall secure, at its sole expense, all necessary permits and licenses at it may be required to obtain to perform any of the permitted uses provided hereunder this Lease or to occupy the Leased Premises.

(b) In the event that any of the following provisions apply to the Leased Premises and are checked and initialed by the parties, these provisions shall be in full force and effect and Lessee shall comply with all the applicable terms and conditions contained hereunder:

District Initials  Lessee Initials Planting/Improvements. Any planting of crops or improvements to be undertaken by LESSEE, his employees, agents, contractors or representatives, on the Leased Premises shall have the prior written approval by District General Manager or his designee after Lessee has first submitted to District proposed plans and specifications thereof, in writing. The use of all fertilizers and synthetic pesticides, plant growth regulators, livestock feed additives, and genetically modified organisms are strictly prohibited. Lessee will provide an annual Agricultural Commissioner report to District as the summary for this Section 7.

District Initials  Lessee Initials Compliance with Public/Quasi-Public (P/QP)

Land Requirements. Lessee will locate, acquire, otherwise encumber and transfer to the Western

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Riverside County Regional Conservation Authority (RCA), P/QP replacement acreage at a minimum ratio of 1:1 replacement for the proposed development and any appurtenant facilities or structures. Said P/QP replacement acreage must be biologically equivalent or superior to the Leased Premises. The biological equivalency or superior analysis shall address the effects on habitats, Covered Species (as defined in the MSHCP), core areas (as identified on the MSHCP Core and Linkage Map), MSHCP Conservation Area configuration and management (such as increases or decreases in edge), and ecotones (defined as areas of adjoining Vegetation Communities, generally characterized by greater biological diversity) and other conditions affecting species diversity (such as invasion by exotic species). Prior to execution of this Lease, Lessee shall prepare, and District shall submit, the equivalency analysis in narrative and graphic form to the U.S. Fish and Wildlife Service and the California Department of Fish and Game for review and concurrence. Prior to the execution of this Lease and transfer of the P/QP replacement acreage to RCA, District must make findings that the replacement acreage is biologically equivalent or superior to the Leased Premises only if such P/QP replacement acreage is biologically equivalent or superior. Lessee will be responsible for all costs associated with the equivalency analysis preparation and determination. It is understood by the parties that the obligations of this section will be completed prior to execution of this Lease and that this Lease will not be in effect until such time as the obligations of this section have been completed.

[ ] District Initials [ ] Lessee Initials Compliance with Federal and California Endangered Species Acts. District and Lessee intend that, in the event development of the Leased Premises requires incidental take authorization for take of listed species pursuant to the federal Endangered Species Act or the California Endangered Species Act, Lessee shall obtain such authorization from the appropriate governing authority as a participating special entity prior to any ground disturbance activities. Any mitigation obligation to obtain take authorization as a participating special entity shall be in addition to Lessee's obligation to transfer replacement P/QP land to the RCA.

#### Section 8. Lessee's Inspection of Leased Premises and District's Reserved Rights.

Lessee represents that it/he/she has inspected the Leased Premises and accepts them in the present condition and is subject to any and all existing easements or other encumbrances, and Lessee agrees that District shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water, sewers, pipelines, and telephone and telegraph power lines and such other facilities and appurtenances as may be deemed necessary or convenient by District to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof.

#### Section 9. Lessee's Obligations.

Lessee shall, during the Term, at its own cost and expense and without any cost or expense to District, have the following obligations:

(a) Maintenance of Leased Premises. Lessee, at Lessee's sole cost and expense, shall maintain the Leased Premises in good order and repair during the term of this Lease, reasonable use and wear thereof and damage by Acts of God and force majeure excepted. Lessee shall have the full obligation of making all repairs and all reconstruction and restoration work of any kind

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whatsoever. District shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Leased Premises. If Lessee fails to keep the Leased Premises in good order and repair, District has the right, but not the obligation, to enter upon the Leased Premises to perform the needed maintenance or repair after District has provided written notice to Lessee. Lessee shall reimburse the District for all costs incurred by District in the event it exercises the right to maintain or repair.

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

(c) **Cleanliness.** Lessee agrees to keep the Leased Premises clear and free of all litter, garbage, and weeds, to keep the Leased Premises in an orderly and sanitary condition, and to maintain landscaping on the Leased Premises at all times.

(d) **Utilities.** Lessee agrees to furnish at Lessee's expense and pay all charges for public utilities used by Lessee. Lessee agrees to provide ground lighting, refuse bins, and water to the developed drought tolerant (native species) landscaping on the Leased Premises, if necessary and every part thereof, including all improvements placed by the Lessee.

(e) **Hazardous or Toxic Material and Environmental Impacts.** Lessee shall not store or allow toxic or hazardous materials in areas that may affect the Leased Premises, including the surrounding County owned and riparian lands, except in quantities permitted by applicable law and in accordance with applicable law. If Lessee breaches the obligations stated herein, or if contamination by toxic materials otherwise occurs for which Lessee is legally liable to District for damage resulting there from, then Lessee shall indemnify, defend with counsel approved in writing by District, and hold District and County harmless from any and all claims, attorneys' fees, consultant fees, and expert witness fees that arise during or after the term of this Lease as a result of such contamination. This indemnification includes, without limitation, costs and penalties paid, if any, any cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental entity because of toxic or hazardous materials being present in the soil or ground water and the presence of such materials in the soil or ground water is determined to be proximately caused by the acts or omissions of the Lessee, its indemnittees, licensees or guest. Lessee shall promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore the Leased Premises to the condition prior to the introduction of such toxic or hazardous materials by Lessee, provided Lessee shall first have obtained District's approval and the approval of any necessary governmental entities.

(f) **Compliance with Government Regulations.** Lessee shall, at Lessee's sole cost and expense, comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises, or any activity or condition on or in the Leased Premises.

(g) Lessee agrees that it will not commit or permit waste upon the Leased Premises.

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(h) Lessee shall obtain prior written approval by District before Lessee may (i) erect, maintain, or display any signs or other forms of advertising, or (ii) sell any items, food or otherwise, upon the Leased Premises.

#### **Section 10. Damage or Destruction**

No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of anything, structure, or other improvement on the Leased Premises, shall operate to terminate this Lease, or to relieve or discharge Lessee from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Lessee to be performed and observed. Lessee hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time.

#### **Section 11. Assignment and Subletting**

(a) Lessee may assign this Lease, or any interest therein, at any time provided that, (i) no default exists in the performance or observance of any agreement, covenant or condition of this Lease on the part of Lessee to be performed or observed as of the date of such assignment, (ii) the assignment shall be in writing, duly executed and acknowledged by Lessee and the assignee, in form satisfactory to District, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of Lessee to be performed and observed, and (iii) an executed original of such assignment shall be delivered to District for its consent.

(b) Lessee shall have the right, in the regular and ordinary course of its business of maintaining and operating the Leased Premises, to sublease any portion thereof for any use permitted by this Lease; provided, however, that each such sublease shall be subject and subordinate to this Lease and the rights of District hereunder.

#### **Section 12. Insurance.**

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

(a) **Workers' Compensation.** If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage,

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covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the District, its directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the District, its directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) **Professional Liability Insurance.** If applicable, Lessee shall maintain Professional Liability Insurance providing coverage for the Lessee's performance of work included within this Lease, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Lessee's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Lessee shall purchase at his sole expense either (i) an Extended Reporting Endorsement (also known as Tail Coverage); or (ii) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or (iii) demonstrate through Certificates of Insurance that Lessee has maintained continuous coverage with the same or original insurer. Coverage provided under items; (i), (ii) or (iii) will continue for a period of five (5) years beyond the termination of this Agreement.

(e) **General Insurance Provisions - All lines.**

(i) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District's Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(ii) The Lessee's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the District Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the District, and at the election of the District's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii) Lessee shall cause Lessee's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the District's Risk Manager, provide original certified copies of policies including all

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Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Lessee shall not commence operations until the District has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

(iv) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(v) If, during the term of this Lease or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the District reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the District's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

(vi) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

(vii) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the District.

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

### **Section 13. Mechanics' and Other Liens**

Lessee shall not encumber, create a lien, mortgage or otherwise encumber the Leased Premises. Lessee shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Leased Premises for or in connection with any operations of Lessee, any alterations, improvements, repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Leased Premises, and to save and hold District and all of the Leased Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

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#### **Section 14. Indemnification**

Lessee shall indemnify and hold harmless the District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claims, losses demand, damages or action whatsoever, based or asserted upon any act or omission of Lessee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the Leased Premises or this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the acts or omissions of Lessee, its officers, agents, employees, subcontractors, agents or representatives from this Lease. Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

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

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

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

(d) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Lessee from indemnifying the District to the fullest extent allowed by law.

#### **Section 15. Eminent Domain**

(a) If the whole of the Leased Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Leased Premises should be taken so as to materially impair the use of the Leased Premises contemplated by Lessee, and thereby frustrate Lessee's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking.

(b) If less than the whole of the Leased Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is



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not terminated as provided in subsection (a) above, Lessee shall promptly reconstruct and restore the Leased Premises, with respect to the portion of the Leased Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Minimum Rent payable by Lessee following such taking shall be equitably reduced by agreement of District and Lessee.

#### **Section 16. District's Right of Inspection**

District may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the Leased Premises and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

#### **Section 17. Lessee's Defaults and District's Remedies**

(a) It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Lessee in the punctual payment of any rent or other moneys due hereunder and shall continue for a period of ten (10) days after written notice thereof to Lessee; (ii) default shall be made by Lessee in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Lessee to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Lessee, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; (iii) Lessee shall abandon the Leased Premises; (iv) Lessee shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Leased Premises; (v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of Lessee or of the whole or any substantial part of the Leased Premises, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (vi) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (vii) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Lessee or of the whole or any substantial part of the Leased Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

(b) Upon the occurrence of any Event of Default by Lessee hereunder, District shall have the following rights and remedies, in addition to all other rights and remedies of District provided hereunder or by law: The right to terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises, and pay to District all rent and all other amounts payable by Lessee hereunder to the date of such termination.

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### **Section 18. District's Default and Lessee's Remedies**

Lessee shall have the right to terminate this Lease in the event District fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that Lessee provided written notice and District shall have thirty (30) days opportunity to cure. In the event that District fails to cure the default, Lessee shall serve a thirty (30) notice on District of its election to terminate said Lease.

### **Section 19. Nonwaiver**

If any action or proceeding is instituted or if any other steps are taken by District or Lessee, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by District or Lessee of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by District or Lessee shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by District or Lessee, as the case may be. The receipt by District of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Lessee or receipt by District of a lesser amount than the stipulated rent or other sums due District shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by District, and District may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Lessee and pursue any remedy provided under this Lease or by law.

### **Section 20. Notices**

Except as otherwise provided hereunder; any notice or communication to District or Lessee shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to the respective parties as set forth below:

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

LESSEE  
[insert name and address]

or such other address or addresses as the parties shall from time to time designate, or to such agent of respective parties as may from time to time be designated, by notice in writing to the other party. Any notice mailed in the manner above set forth shall be deemed to have been

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received unless returned to the sender by the post office.

### **Section 21. No Partnership**

It is expressly understood and agreed that District does not, in any way or for any purpose by executing this Lease, become a partner of Lessee in the conduct of Lessee's business, or otherwise, or a joint venturer or a member of a joint enterprise with Lessee.

### **Section 22. Employees and Agents of Lessee.**

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

### **Section 23. Severability**

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

### **Section 24. Time of the Essence**

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

### **Section 25. Integration**

This instrument constitutes the entire agreement between District and Lessee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by District and Lessee.

### **Section 26. Binding on Successors**

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

### **Section 27. Governing Law and Venue**

This Lease shall be governed by and construed in accordance with the laws of the State of California. Any action at law or in equity brought by either party hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

### **Section 28. Paragraph Headings**

Subject/Property:  
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The paragraph headings herein are for the convenience of the parties only and shall not be deemed to govern, limit, modify or, in any manner, affect the scope, meaning or intent of the provisions or language of this Lease.

**Section 29. Construction of Lease Agreement**

This Lease and each of the provisions hereof, has been reached as the result of the negotiations and mutual assent by the Parties. Each of the Parties hereto expressly acknowledges and agrees that this Lease shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties, and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting Party or Parties shall not be applied or employed in the interpretation of this Lease.

**Section 30. District's Representative**

District hereby appoints the General Manager, or his designee, as its authorized representative to administer this Lease.

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[Signature Provisions on Following Page]

Subject/Property:  
Parties:  
Date:

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

**DISTRICT**  
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Rd,  
Jurupa Valley, CA 92509

**SERVICE PROVIDER**

Signature: \_\_\_\_\_  
Chuck Washington  
Chairman, Board of Directors

Signature: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(Seal)

**APPROVED AS TO FORM:**  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel