

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



**ITEM: 3.35  
(ID # 13942)**

**MEETING DATE:**  
Tuesday, December 15, 2020

**FROM:** TLMA - AVIATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION: Approval of a Lease Agreement Between the County of Riverside and Ramko Injection, Inc., a California corporation at Hemet-Ryan Airport, District 3. [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the attached Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five working days of approval by the Board.

**ACTION: Policy**

Charissa Leach, Interim TLMA Director

11/10/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: December 15, 2020  
xc: TLMA-Aviation

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<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: N/A</b>			Budget Adjustment:	No
			For Fiscal Year:	2020/21

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

**BACKGROUND:**

**Summary**

Transportation and Land Management Agency/Aviation (TLMA-Aviation) received a request from Ramko Injection, Inc. for a 10-year Lease (Lease) for the property located at 3950 Industrial Avenue, Hemet, California (Hemet Ryan Airport property) pertaining to the use of approximately 12,000 square feet of the Industrial Building located at said property, as well as approximately 39,500 square feet of outdoor space which includes outdoor storage yard, driveways and vehicular parking spaces.

Summary of Ramko Injection, Inc. Lease:

Lessee: Ramko Injection, Inc., a California corporation

Premises Location: 3950 Industrial Ave.  
Hemet, CA 92545

Leased Premises: Approximately 12,000 square foot Industrial Building and  
Approximately 37,500 square feet of outdoor space

Term: Ten (10) years commencing the following month after Board  
approval.

Option to Extend: One (1) option to extend for an additional five (5) years.

Rate: \$6,000 per month

Utilities: County to pay for water and sewer  
Lessee to pay for trash removal, gas, heat, air conditioning,  
light, electricity, steam, internet, telephone service and all other  
services and utilities used, rendered or supplied to on or in the  
Leased Premises.

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Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption.

**Impact on Citizens and Businesses**

The Lease will assist in the County's effort to increase airport operations which in turn provides increased patron activities for local businesses.

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**SUPPLEMENTAL:**

**Additional Fiscal Information**

During the term of the Lease, the rent shall be adjusted each July 1<sup>st</sup>, beginning with July 1, 2021, by the percentage rate change in the Consumer Price Index, All Urban Areas, Riverside-San Bernardino-Ontario Index, for the twelve (12) month period.

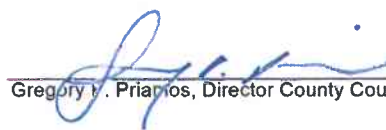
**ATTACHMENTS:**

New Lease  
Notice of Exemption  
Aerial Map  
Authorization to Bill



Jason Farin, Principal Management Analyst

12/9/2020



Gregory V. Priamos, Director County Counsel

11/10/2020

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/N  
Determination was routed to C  
Clerks for posting on.

**NOTICE OF EXEMPTION**

12/10  
Date

*[Signature]*  
11/10

November 10, 2020

**Project Name:** Lease Agreement with Ramko Injection, Inc., Hemet Ryan Airport

**Project Number:** ED1910012

**Project Location:** 3950 Industrial Avenue, east of South Cawston Avenue, Assessor's Parcel Number (APN) 456-050-043, Hemet, California, 92545

**Description of Project:** Transportation and Land Management Agency/Aviation (TLMA-Aviation) received a request from Ramko Injection, Inc. for a 10-year Lease (Lease) for the property located at 3950 Industrial Avenue, Hemet, California APN 456-050-043 pertaining to the use of approximately 12,000 square feet of the Industrial Building located at said property, as well as approximately 39,500 square feet of outdoor space which includes outdoor storage yard, driveways and vehicular parking spaces. The Lease Agreement would include one option to extend the 10-year lease for an additional five years. The Lease Agreement identified as the proposed project under the California Environmental Quality Act (CEQA). The approval of the agreements is limited to a contractual obligation and will not result in any direct effects on the environment. The indirect effects of the Lease Agreement would result in the change of ownership at Hemet Ryan Airport, which will also not result in any significant impacts.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301 Existing Facilities Exemption, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 15061.

**Reasons Why Project is Exempt:** The proposed project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project involve any unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The approval of the Lease Agreement would have no direct effects on the environment and the indirect effects would result in continuing use of the site in a similar capacity. No significant environmental impacts would occur with the Lease Agreement.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to the approval of a Lease Agreement for the continued use of industrial property at 3950 Industrial Avenue at the Hemet Ryan Airport. The changes are limited to an extension of term and rent. Lease Agreement will have the same purpose and substantially similar capacity on the existing facility at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The Lease Agreement is a contractual function for use of the property at the existing airport and would result in the continued operation of the airport on the leased premises. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Signed:** \_\_\_\_\_  \_\_\_\_\_ **Date:** 11-10-20

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

1 **Hemet-Ryan Airport**  
2 **Lease Agreement**

3  
4 This Lease Agreement ("Lease"), dated December 15, 2020 is entered into by  
5 and between the **County of Riverside**, a political subdivision of the State of California,  
6 as lessor, ("County"), and **Ramko Injection Inc.**, a California corporation, as lessee  
7 ("Lessee"), collectively referred to herein as the "Parties," and individually as a "Party"  
8 under the following terms and conditions:

9 **RECITALS**

10 **WHEREAS**, County owns a parcel of land totaling 4.41 acres at the Hemet-Ryan  
11 Airport, Hemet, California improved with a 39,510 square foot metal industrial building  
12 and adjacent parking and yard area, located on a portion of that certain County-owned  
13 real property identified by Assessor's Parcel Number 456-050-043 ("Property"), and as  
14 depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein by this  
15 reference ("Industrial Building"); and

16 **WHEREAS**, County desires to lease a portion of the Industrial Building to Lessee  
17 for use as a warehouse as permitted all laws and regulations applicable to the Property;

18 **WHEREAS**, County desires to enter into a long-term lease with Lessee for said  
19 portion of building.

20 **NOW THEREFORE**, in consideration of the payments to be made hereunder and  
21 the covenants and agreements contained herein, County hereby leases to Lessee and  
22 Lessee hereby leases from County the real property described below under the following  
23 terms and conditions.

24 **1. Property Description.** The property leased herein is located at 3950  
25 Industrial Avenue, Hemet, CA 92545 and consists of approximately 12,000 square feet  
26 of the Industrial Building as shown on the Space Plan attached hereto as Exhibit "B"

1 ("Leased Premises"). Lessee shall have exclusive possession of the Leased Premises  
2 and common usage of the walkways and rest rooms. Leased Premises also includes  
3 approximately 39,500 square feet of outdoor space which includes, outdoor storage  
4 yard, driveways, and vehicular parking spaces.

5 Lessee acknowledges and agrees that Lessee does not have fee title  
6 interest to the Property or any portion thereof. Lessee further acknowledges and agrees  
7 that Lessee's interest is limited to a leasehold interest in that certain portion of the  
8 Property defined herein as the Leased Premises.

9 **2. Term.**

10 (a) This Lease shall commence on \_\_\_\_\_ and terminate  
11 on \_\_\_\_\_, a period of ten (10) years ("Lease Term" or "Term").

12 (b) Option to Extend Term: Lessee shall have the option to extend the  
13 Lease Term by one (1) additional period of five (5) years ("Option"), provided that (1)  
14 Lessee is not then in breach of any terms or provisions of this Lease, (2) Lessee delivers  
15 to County written notice of its desire to exercise the Option no earlier than twelve (12)  
16 months before and no less than sixty (60) days before the expiration of the Lease Term,  
17 (3) the Board of Supervisors of the County of Riverside approves an amendment to this  
18 Lease for such exercise of the Option, and (4) the Federal Aviation Administration (FAA)  
19 has no objection to any terms of the Lease.

20 **3. Use.**

21 (a) The Leased Premises is leased to the Lessee for the sole purpose  
22 of use as a warehouse for storage of manufacturing materials as permitted by the laws  
23 and regulations applicable to the Property.

24 (b) The Leased Premises shall not be used for any purpose other than  
25 the purpose specified in paragraph 3(a) without first obtaining the written consent of the  
26 County, which such consent shall not be unreasonably withheld, conditioned, or delayed.



1 Furthermore, the County does not permit anyone to reside or stay overnight or for  
2 general public traffic at the Leased Premises.

3 (c) If the Leased Premises is found to be used for any purpose other  
4 than what is specified in paragraph 3(a), the County shall have the right to immediately  
5 terminate the Lease by providing Lessee with a sixty (60) day notice to vacate the Leased  
6 Premises. Lessee further acknowledges that any residential use of the Property is not  
7 permitted.

8 **4. Rent.** Lessee shall pay to County, as base rent for the use and  
9 occupancy of the Leased Premises, including shared costs for water, sewage,  
10 landscaping, monthly rent in the amount of Six Thousand Dollars and 00/100 (\$6,000.00)  
11 ("Base Rent"), which is based off a calculation of \$.50 per square foot. Said Base Rent  
12 is due and payable in advance on the first day of each month. The Base Rent shall be  
13 considered delinquent if not paid by the 10<sup>th</sup> of the month.

14 (a) Late Fee. If the Base Rent becomes delinquent, Lessee shall be  
15 charged a late fee equivalent to ten percent (10%) of the delinquent rental amount,  
16 exclusive of late fees, for each month that Base Rent is delinquent.

17 (b) Base Rent Adjustment. Beginning July 1, 2025, and every fifth (5<sup>th</sup>)  
18 year thereafter, the Base Rent shall be adjusted to one-twelfth (1/12) of eight percent  
19 (8%) of the then-current fair market value of the Leased Premises. Said fair market value  
20 shall be for the land and shall not include the value of the existing Industrial Building. In  
21 no event will application of this Section 4(b) result in a monthly rental amount lower than  
22 the highest previous monthly rental amount. A property appraisal for the purpose of  
23 establishing the adjusted Base Rent is to be performed by an independent certified  
24 appraiser, knowledgeable in aviation appraising and in good standing with the American  
25 Institute of Real Estate Appraisers. The appraiser is to be procured and paid for by  
26 County. Once established, said rent shall be adjusted annually in the manner set forth

1 in Section 4(c) below. Lessee acknowledges and agrees that failure to pay such  
2 adjusted Base Rent amount shall constitute a default hereunder.

3 (c) Rental Increases. Beginning July 1, 2021, and at each July 1<sup>st</sup>  
4 thereafter, except for dates coinciding with the appraisals conducted every fifth year as  
5 referenced in 4(b) above, the Base Rent shall be adjusted by the percentage change in  
6 the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario  
7 County Area for the consecutive twelve-month period ending three months before the  
8 month in which such adjustment of Base Rent is supposed to occur. In no event will  
9 application of this Section 4(c) result in a monthly rental amount lower than the highest  
10 previous monthly rental amount.

11 **5. Security Deposit** Within thirty ( 30 ) days of the Effective Date, Lessee  
12 shall deposit with County a security deposit in the amount of Six Thousand Dollars and  
13 00/100 (\$6,000) ("Security Deposit") as security for the full and faithful performance by  
14 Lessee of the terms, conditions and covenants of this Lease.

15 (a) If at any time during the Term of this Lease, Lessee defaults in the  
16 payment of Base Rent, or any portion of the Base Rent, under this Lease, County may  
17 appropriate and apply any portion of the Security Deposit reasonably necessary to  
18 remedy any such default in the payment of rent. If County appropriates and applies any  
19 portion of the Security Deposit as set forth in this Section 5(a), then Lessee shall  
20 immediately deposit with County the sum necessary to bring the Security Deposit back  
21 to Six Thousand Dollars (\$6,000).

22 (b) If upon termination of this Lease, Lessee fails to leave the Leased  
23 Premises in a clean condition or leaves the Leased premises damaged beyond ordinary  
24 wear and tear; the County may appropriate and apply any portion of the Security Deposit  
25 reasonably necessary to put the hangar in clean and repaired condition.

1 (c) County shall return to Lessee the portion of the Security Deposit  
2 remaining after any deductions authorized by this Section 5 or by applicable law. Lessee  
3 shall not be entitled to any interest earned on any portion of the Security Deposit. Such  
4 interest, if any accrued, shall be the sole property of County.

5 **6. Utilities.**

6 (a) During the Term of this Lease, Lessee shall pay or cause to be paid  
7 and shall indemnify, defend and hold County harmless from all charges for trash removal,  
8 gas, heat, air conditioning, light, electricity, steam, internet, telephone service and all  
9 other services and utilities used, rendered or supplied to, on or in the Leased Premises.

10 (b) During the Term of this Lease, the County shall pay or cause to be  
11 paid the charges for water, and sewage in connection with the Leased Premises.

12 **7. Maintenance of Leased Premises**

13 (a) During the Term of the Lease, including any lease extensions, Lessee  
14 shall, at its sole cost and expense, maintain, or cause to be maintained the Leased  
15 Premises, including Improvements now or hereafter located thereon, in good, safe, and  
16 sanitary order and condition, and in accordance with all applicable laws, including, but  
17 not limited to, health, fire and safety ordinances and laws, environmental regulations and  
18 Governmental Restrictions (defined below) as may be binding upon Lessee, with  
19 reasonable wear and tear excepted. The term "Improvements" shall be defined as the  
20 improvements within the Leased Premises that are being used by the Lessee to conduct  
21 their daily business and shall include, but not be limited to, the following: electrical  
22 connections and outlets, heating and A/C units, plumbing, doors, roll-up doors, gates,  
23 electric gates, fencing, windows, carpeting, flooring, lighting, and ceiling panels, located  
24 in and attached to the interior of the Leased Premises. The term "Governmental  
25 Restrictions" used herein shall mean and include any and all laws, statutes, official  
26 policies, ordinances, codes, formal decrees, rulings, regulations, writs, injunctions,

1 orders, rules, conditions of approval or authorizations of any governmental entity, agency  
2 or political subdivision, now in force or hereafter adopted, which are applicable to the  
3 Leased Premises or the use thereof as of the date such term is being applied. If Lessee  
4 fails to perform Lessee's obligations under this Section 7(a), County shall have the right  
5 to enter upon the Leased Premises after 10 days prior written notice to Lessee (except  
6 in the event of an emergency, in which case no notice shall be required), to perform such  
7 maintenance and repair obligations on Lessee's behalf, and Lessee shall be fully  
8 responsible for and shall promptly pay to County an amount equal to the costs thereof.  
9 Lessee acknowledges and agrees that failure to pay the aforementioned costs shall  
10 constitute a default under this Lease. Lessee will be responsible for all reoccurring and  
11 normal maintenance of the Leased Premises, while County shall be responsible for any  
12 capital renewal and capital improvement project costs, including major roof repair and  
13 replacement, major utility repair and replacement, and major structural repairs,  
14 exceeding \$10,000 per occurrence.

15 (b) During the Term of the Lease, including any extensions, Lessee at  
16 Lessee's sole cost and expense shall maintain the landscaping (including plant materials  
17 and irrigation equipment), hardscaping, parking and adjacent yard area, as well as  
18 fencing and related gates and gate openers, in good, safe, and sanitary order and  
19 condition.

20 **8. Additional Obligations of Lessee During Term.** Lessee shall, during  
21 the Term of this Lease, including any extensions, perform and adhere to the following  
22 obligations:

23 (a) Lessee shall maintain in a clean and sanitary condition, the interior,  
24 exterior, and grounds of Leased Premises at Lessee's own expense;

25 (b) Lessee shall surrender said Leased Premises and Improvements  
26 thereon in such good, safe and sanitary condition, reasonable use and wear thereof and

1 damages by fire, acts of God, war, civil insurrection, or by the elements excepted.  
2 Lessee shall have the full and exclusive use and enjoyment of such Improvements,  
3 alterations, and fixtures during the Term of this Lease. At or prior to the expiration of  
4 this Lease, Lessee shall remove, at its expense, such trade fixtures installed by Lessee  
5 on the Leased Premises and restore Leased Premises to their original shape and  
6 condition as nearly as practicable but no less than neat, clean and appealing. In the  
7 event Lessee does not remove such trade fixtures, they shall become the property of  
8 the County at no charge to the County, and Lessee acknowledges and agrees that  
9 County shall have the right to charge Lessee for removal of any trade fixtures that so  
10 remain by Lessee and for restoration of the Leased Premises upon the expiration or  
11 early termination of the Lease.

12 **9. Permits, Licenses and Taxes.** Lessee shall secure, at its expense, all  
13 necessary permits and licenses as it may be required to obtain regarding the  
14 construction, operation, maintenance, and termination or abandonment of activities upon  
15 the Leased Premises, and Lessee shall pay for all fees and taxes levied or required by  
16 any authorized public entity. Lessee acknowledges and agrees that this Lease may  
17 create a possessory interest subject to property taxation and that Lessee may be subject  
18 to the payment of property taxes levied on such interest. Lessee acknowledges,  
19 understands and agrees that Lessee is solely responsible for the timely payment and  
20 satisfaction of all taxes incurred as a result of this Lease.

21 **10. Improvements.**

22 (a) Lessee shall not perform any improvements or alterations to the  
23 Leased Premises without County's prior written approval.

24 (b) All improvements shall be completed at Lessee's sole cost. Lessee  
25 shall pay for construction of any required utility extensions and hookups (including all  
26 related fees and charges) and any access road improvements. Lessee shall

1 independently verify availability of all services required for their use and development.  
2 Plans for all improvements are to be submitted to County for written approval prior to  
3 start of any construction.

4 (c) Lessee, at its sole expense, shall perform tenant improvements, as  
5 described in Exhibit "C," attached hereto and by this reference made a part of this Lease.  
6 All tenant improvements will be done solely at the Lessee's expense.

7 (d) Utility Services. It is understood by the parties hereto that utility  
8 services are available in the general vicinity of the Leased Premises, but if further on-  
9 site improvements are required for the provision of usable and operational utilities,  
10 Lessee, at its sole expense, shall extend and/or connect, or cause to be extended and/or  
11 connected, such utility service facilities that may be required or desired by Lessee in the  
12 use, operation, and maintenance of such on-site improvements. Lessee shall pay all  
13 fees and charges related to such utility extensions and hookups. Lessee shall be  
14 responsible for all connection costs and fees associated with any improvements beyond  
15 those listed in this paragraph, including, but not limited to, water, sewer, electricity,  
16 telephone, and gas service and internet. Scope and installation of all utilities shall be  
17 submitted to County on construction plans and shall be approved by County prior to  
18 connection.

19 County shall not be required to furnish to Lessee or any other  
20 occupant of the Leased Premises during the Term of this Lease, including any  
21 extensions thereto, any water, sewage, gas, heat, air conditioning, light, power, steam,  
22 telephone, or any other utilities, equipment, labor, materials or services of any kind  
23 whatsoever.

24 (e) Any improvements, alterations, and installation of fixtures to be  
25 undertaken by Lessee shall have the prior written approval of the County after Lessee  
26 has submitted to County the proposed site plans, building plans, and specifications in

1 writing. In addition, Lessee acknowledges and agrees that such improvements,  
2 alterations, and installation of fixtures may be subject to County Ordinance Nos. 348 and  
3 457, as well as other applicable County ordinances, and that Lessee shall fully comply  
4 with such ordinances and any other applicable laws prior to the commencement of any  
5 construction in connection therewith.

6 **11. Compliance with Law.** Lessee shall, at its sole cost and expense, comply  
7 with all of the requirements of all governmental agencies now in force, or which may  
8 hereafter be in force, pertaining to the Leased Premises, and any improvements  
9 hereafter constructed or maintained thereon, and Lessee shall faithfully observe all laws  
10 and ordinances, including but not limited to, the California Environmental Quality Act  
11 (CEQA) and the National Environmental Protection Act (NEPA), now or hereafter in force  
12 in the use of the Leased Premises. Lessee shall also comply with all applicable federal,  
13 state and local laws and regulations and County ordinances. In the event there is a  
14 conflict between the various laws or regulations that may apply, Lessee shall comply  
15 with the more restrictive law or regulation now or hereafter in force in the use of the  
16 Leased Premises.

17 **12. County's Reserved Rights.**

18 (a) The Leased Premises is accepted by Lessee subject to any and all  
19 existing easements or other encumbrances, and County shall have the right to enter  
20 upon the Leased Premises and to install, lay, construct, maintain, repair and operate  
21 such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections,  
22 water, oil and gas pipelines, and telephone and telegraph power lines and such other  
23 facilities and appurtenances necessary or convenient to use in connection therewith,  
24 over, in, upon, through, across and along the Leased Premises or any part thereof.  
25 County also reserves the right to grant franchises, easements, rights of way and permits  
26 in, over and upon, along or across any and all portions of said Leased Premises as

1 County may elect; provided, however, that no right of the County provided for in this  
2 paragraph shall be executed so as to interfere unreasonably with Lessee's use  
3 hereunder. County shall cause the surface of the Leased Premises to be restored to its  
4 original condition (as they existed prior to any such entry) upon the completion of any  
5 construction by County or its agents. In the event such construction renders any portion  
6 of the Leased Premises unusable, the rent shall abate pro rata as to such unusable  
7 portion during the period of such construction. Any right of County set forth in this  
8 paragraph shall not be exercised unless a prior written notice of five(5) days is given to  
9 Lessee; provided, however, in the event such right must be exercised by reason of  
10 emergency, then County shall give Lessee such notice in writing as is reasonable under  
11 the existing circumstances.

12 (b) This Lease is subject to the provisions set forth in Exhibit "D"  
13 (Federally Required Lease Provisions), attached hereto and incorporated herein by this  
14 reference.

15 **13. Inspection of Premises.**

16 (a) County, through its duly authorized agents, shall have the right to  
17 enter the Leased Premises for the purpose of inspecting, monitoring and evaluating the  
18 obligations of Lessee hereunder and for the purpose of doing any and all things which it  
19 is obligated and has a right to do under this Lease, provided that the inspection does not  
20 unreasonably interfere with Lessee's business.

21 (b) If during the course of the inspection, the County, through its duly  
22 authorized agents finds that the Leased Premises is being utilized for any unauthorized  
23 or unlawful activity governed by any local, state, and federal statutes, regulations, rules,  
24 ordinances, and orders now in force or which may be hereafter in force, pertaining to the  
25 Leased Premises, the County shall have the immediate right to terminate the Lease by  
26 providing Lessee with a sixty (60) day notice to vacate the Leased Premises.



1           **14. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of  
2 the Leased Premises so long as Lessee shall fully and faithfully perform the terms and  
3 conditions that the Lessee is required to do under this Lease.

4           **15. Compliance with Government Regulations.** Lessee shall, at Lessee's  
5 sole cost and expense, comply with the requirements of all local, state, and federal  
6 statutes, regulations, rules, ordinances, and orders now in force or which may be  
7 hereafter in force, pertaining to the Leased Premises. Lessee shall also comply with all  
8 rules and regulations of the Federal Aviation Administration. The final judgment, decree,  
9 or order of any court of competent jurisdiction, or the admission of Lessee in any action  
10 or proceedings against Lessee, whether Lessee is a party thereto or not, that Lessee  
11 has violated any such statutes, regulations, rules, ordinances, or orders in the use of the  
12 Leased Premises, shall be conclusive of that fact as between County and Lessee.

13           **16. Discrimination or Segregation**

14           (a) Lessee shall not discriminate in Lessee's recruiting, hiring,  
15 promotion, demotion or termination practice on the basis of race, religious creed, color,  
16 national origin, ancestry, sex, age, physical handicap, medical condition, or marital status  
17 with respect to its use of the Leased Premises hereunder, and Lessee shall comply with  
18 the provisions of the California Fair Employment and Housing Act (Government Code  
19 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P. L. 88-352), and all  
20 amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as  
21 amended, and all administrative rules and regulations issued pursuant to said acts and  
22 orders with respect to its use of the Leased Premises.

23           (b) Lessee shall not discriminate against or cause the segregation of  
24 any person or group of persons on account of race, religious creed, color, national origin,  
25 ancestry, sex, age, physical handicap, medical condition, or marital status in the  
26 occupancy, use, tenure or enjoyment of the Leased Premises, nor shall Lessee, or any

1 person claiming under or through Lessee, establish or permit any such practice or  
2 practices of discrimination or segregation with reference to the selection, location,  
3 number, use, or occupancy of any persons within the Leased Premises.

4 (c) Lessee assures that it will undertake an affirmative action program  
5 as required by 49 CFR, Part 21, to ensure that no person shall on the grounds of race  
6 creed, color, national origin, or sex be excluded from participating in any employment  
7 activities covered in 49 CFR, Part 21, with respect to its use of the Leased Premises.  
8 Lessee further assures that no person shall be excluded on these grounds from  
9 participating in or receiving services or benefits of any program or activity covered herein  
10 with respect to its use of the Leased Premises. Lessee further assures that it will require  
11 that its subcontractors and independent contractors provide assurance to Lessee that  
12 they similarly will undertake affirmative action programs and that they will require  
13 assurances from their subcontractors and independent contractors, as required by 49  
14 CFR, Part 21, to the same effect with respect to their use of the Leased Premises.

15 **17. Right to Terminate.** Either party shall have the option to terminate this  
16 Lease without cause by providing sixty (60) days prior written notice of such intent to  
17 terminate to the other Party.

18 **18. Default.**

19 (a) Failure or delay by either Party to perform any term or provision of this  
20 Lease constitutes a default under this Lease. The Party who fails or delays must  
21 commence to cure, correct or remedy such failure or delay and shall complete such cure,  
22 correction or remedy with reasonable diligence.

23 (b) The injured Party shall give written notice of default to the Party in  
24 default ("Notice of Default"), specifying the default complained of by the injured Party.  
25 Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall  
26 it change the time of default. Except as otherwise expressly provided in this Lease, any

1 failures or delays by either Party in asserting any of its rights and remedies as to any  
2 default shall not operate as a waiver of any default or of any such rights or remedies.  
3 Delays by either Party in asserting any of its rights and remedies shall not deprive either  
4 Party of its right to institute and maintain any actions or proceeding which it may deem  
5 necessary to protect, assert or enforce any such rights or remedies.

6 (c) Except as otherwise provided herein, if a monetary event of default  
7 occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party  
8 in default written notice of such default. The Party in default shall have a period of seven  
9 (7) calendar days after such notice is received or deemed received within which to cure  
10 the default prior to exercise of remedies by the injured Party.

11 (d) If non-monetary event of default occurs, prior to exercising any  
12 remedies hereunder, the injured Party shall give the Party in default notice of such  
13 default. If the default is reasonably capable of being cured within thirty (30) calendar  
14 days after such notice is received or deemed received, the Party in default shall have  
15 such period to affect a cure prior to exercise of remedies by the injured Party. If the  
16 default is such that it is not reasonably capable of being cured within thirty (30) calendar  
17 days after such notice is received, and the Party in default (1) initiates corrective action  
18 within said period, and (2) diligently, continually, and in good faith works to effect a cure  
19 as soon as possible, then the Party in default shall have such additional time as is  
20 reasonably necessary to cure the default prior to exercise of any remedies by the injured  
21 Party, but in no event no more than forty-five (45) days of receipt of such notice of default  
22 from the injured Party.

23 **19. Eminent Domain.** If any portion of the Leased Premises shall be taken by  
24 eminent domain and a portion thereof remains which is usable by Lessee, in its  
25 discretion, for the purposes set forth in Section 3 herein, this Lease shall, as to the part  
26 taken, terminate as of the date title shall vest in the condemnor, or the date prejudgment

1 possession is obtained through a court of competent jurisdiction, whichever is earlier,  
2 and the rent payable hereunder shall abate pro rata as to the part taken; provided,  
3 however, in such event County reserves the right to terminate this Lease as of the date  
4 when title to the part taken vests in the condemnor or as of such date of prejudgment  
5 possession. If all of the Leased Premises are taken by eminent domain, or such part be  
6 taken so that the Leased Premises are rendered unusable for the purposes set forth in  
7 Section 3 herein, this Lease shall terminate. If a part or all of the Leased Premises be  
8 so taken, all compensation awarded upon such taking shall be apportioned between  
9 County and Lessee according to law.

10 **20. Hold Harmless/Indemnification.** Lessee shall indemnify and hold  
11 harmless the County of Riverside, its Agencies, Districts, Special Districts and  
12 Departments, and their respective directors, officers, Board of Supervisors, elected and  
13 appointed officials, employees, agents and representatives (collectively, the  
14 "Indemnified Parties") from any liability whatsoever, including but not limited to, property  
15 damage, bodily injury, or death, based or asserted upon any act or omission of Lessee,  
16 its officers, employees, subcontractors, agents, representatives, sublessees, invitees, or  
17 licensees arising out of or in any way relating to the use of the Property or this Lease,  
18 and Lessee shall defend at its sole expense and pay all costs and fees, including but not  
19 limited to, attorney fees, cost of investigation, defense and settlements or awards, on  
20 behalf of the Indemnified Parties in any claim or action based upon such act or omission.

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

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

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

7 In the event there is conflict between this clause and California Civil Code  
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
9 interpretation shall not relieve the Lessee from indemnifying the Indemnified Parties to  
10 the fullest extent allowed by law.

11 Lessee shall require each sub-lessee and/or contractor of every tier to  
12 indemnify the Indemnified Parties relating to any claim(s) arising from or related to their  
13 sub-lease and/or contract.

14 **21. Insurance.** Without limiting or diminishing the Lessee's obligation to  
15 indemnify or hold the County harmless, Lessee shall procure and maintain or cause to  
16 be maintained, at its sole cost and expense, the following insurance coverages during  
17 the term of this Lease. As respects to the insurance section only, the County herein  
18 refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
19 Departments, and their respective directors, officers, Board of Supervisors, employees,  
20 elected or appointed officials, agents or representatives as Additional Insureds.

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

1 (b) Commercial General Liability: Commercial General Liability insurance  
2 coverage, including but not limited to, premises liability, unmodified contractual liability,  
3 products and completed operations liability, personal and advertising injury, and cross  
4 liability coverage, covering claims which may arise from or out of Lessee's performance  
5 of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's  
6 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If  
7 such insurance contains a general aggregate limit, it shall apply separately to this Lease  
8 or be no less than two (2) times the occurrence limit.

9 (c) Vehicle Liability: If vehicles or mobile equipment are used in the  
10 performance of the obligations under this Lease, then Lessee shall maintain liability  
11 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
13 aggregate limit, it shall apply separately to this Lease or be no less than two (2) times  
14 the occurrence limit. Policy shall name the County as Additional Insureds.

15 (d) General Insurance Provisions - All lines:

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

21 2) The Lessee must declare its insurance self-insured retention for  
22 each coverage required herein. If any such self-insured retention exceed \$500,000 per  
23 occurrence each such retention shall have the prior written consent of the County Risk  
24 Manager before the commencement of operations under this Lease. Upon notification of  
25 self-insured retention unacceptable to the County, and at the election of the County's  
26 Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such self-insured

1 retention as respects this Lease with the County, or 2) procure a bond which guarantees  
2 payment of losses and related investigations, claims administration, and defense costs  
3 and expenses.

4           3) Lessee shall cause Lessee's insurance carrier(s) to furnish the  
5 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance  
6 and certified original copies of Endorsements effecting coverage as required herein, or  
7 2) if requested to do so orally or in writing by the County Risk Manager, provide original  
8 Certified copies of policies including all Endorsements and all attachments thereto,  
9 showing such insurance is in full force and effect. Further, said Certificate(s) and policies  
10 of insurance shall contain the covenant of the insurance carrier(s) that a minimum of  
11 thirty (30) days written notice shall be given to the County of Riverside prior to any  
12 material modification, cancellation, expiration or reduction in coverage of such insurance.  
13 If Lessee insurance carrier(s) policies does not meet the minimum notice requirement  
14 found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30 day Notice  
15 of Cancellation Endorsement.

16           4) In the event of a material modification, cancellation, expiration, or  
17 reduction in coverage, this Lease shall terminate forthwith, unless the County of  
18 Riverside receives, prior to such effective date, another properly executed original  
19 Certificate of Insurance and original copies of endorsements or certified original policies,  
20 including all endorsements and attachments thereto evidencing coverages set forth  
21 herein and the insurance required herein is in full force and effect. Lessee shall not  
22 commence operations until the County has been furnished original Certificate (s) of  
23 Insurance and certified original copies of endorsements and if requested, certified  
24 original policies of insurance including all endorsements and any and all other  
25 attachments as required in this Section. An individual authorized by the insurance carrier  
26

1 to do so on its behalf shall sign the original endorsements for each policy and the  
2 Certificate of Insurance.

3           5) It is understood and agreed to by the Parties hereto that the  
4 Lessee's insurance shall be construed as primary insurance, and the County's insurance  
5 and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
6 construed as contributory.

7           6) If, during the term of this Lease or any extension thereof, there is  
8 a material change in the scope of use of the Leased Premises; or, there is a material  
9 change in the equipment to be used on the Leased Premises; or, the term of this Lease,  
10 including any extensions thereof, exceeds five (5) years, the County reserves the right  
11 to adjust the types of insurance and the monetary limits of liability required under this  
12 Lease, if in the County Risk Manager's reasonable judgment, the amount or type of  
13 insurance carried by the Lessee has become inadequate.

14           7) Lessee shall pass down the insurance obligations contained  
15 herein to all tiers of sublessee's or licensees working under this Lease.

16           8) The insurance requirements contained in this Lease may be met  
17 with a program(s) of self-insurance acceptable to the County.

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

21           **22. Insurance for Contractors.** During the Lease Term, including any  
22 extensions, Lessee shall require each of its contractors to meet all insurance  
23 requirements imposed by this Lease. These requirements, with the written approval of  
24 the County's Risk Manager, may be modified to reflect the activities associated with the  
25 sublessee or contractor. On every contract the Lessee shall have the contractor name  
26 the Lessee and the County by endorsement as an additional insured and/or have the



1 contractor provide an endorsement waiving subrogation in favor of the Lessee and the  
2 County on every contractor's insurance policy, as applicable. Certificates and  
3 endorsements evidencing compliance with this section will be provided to the County.

4 **23. Acceptance of Leased Premises.** Prior to the commencement of the  
5 Lease Term, Lessee, at Lessee's sole expense, shall have investigated and approved  
6 the physical condition of, and the condition of title with respect to, the Leased Premises.

7 County makes no representation or warranty, expressed or implied,  
8 regarding any conditions of the Leased Premises. Lessee acknowledges and agrees  
9 that County makes no representation or warranty, express or implied, written or oral, with  
10 respect to the condition of the Leased Premises, or its fitness, or availability for any  
11 particular use.

12 County makes no representations, express or implied, with respect to the  
13 legality, fitness, or desirability of the Leased Premises for Lessee's intended use. If  
14 Lessee desires to do so, Lessee shall have the right to conduct its own investigation, to  
15 its satisfaction, with respect to any matters affecting Lessee's ability to use the Leased  
16 Premises for Lessee's intended use. The Lessee represents that it has inspected the  
17 Leased Premises and acknowledges and agrees that the Leased Premises shall be  
18 delivered from County to Lessee in an "as is" physical condition, with no warranty,  
19 express or implied by County as to the presence of hazardous substances, or the  
20 condition of the soil, its geology or the presence of known or unknown faults, and fully  
21 assumes any and all risk associated with the use thereof. County shall not be liable to  
22 Lessee, its officers, agents, employees, subcontractors or independent contractors for  
23 any bodily injury, personal injury or property damage suffered by them or others which  
24 may result from hidden, latent or other dangerous conditions in, on upon or within the  
25 Leased Premises. If the condition of the Leased Premises is not in all respects entirely  
26 suitable for the use or uses to which such Leased Premises will be put, then it is the sole

1 responsibility and obligation of Lessee to place the Leased Premises in all respects in a  
2 condition entirely suitable for the development thereof, solely at Lessee's expense.

3           Effective at the commencement of the Lease Term, Lessee waives,  
4 releases and discharges County, its Agencies, Districts, Special Districts and  
5 Departments, and their respective directors, officers, Board of Supervisors, Board of  
6 Commissioners, elected and appointed officials, employees, agents, representatives  
7 and attorneys, from any and all present and future claims, demands, suits, legal and  
8 administrative proceedings, and from all liability for damages, losses, costs, liabilities,  
9 fees and expenses (including without limitation, attorneys' fees) arising out of in any way  
10 connected with the County's or Lessee's use, maintenance, ownership or operation of  
11 the Leased Premises, any hazardous substances on the Leased Premises, or the  
12 existence of hazardous substances contamination in any state on the Leased Premises,  
13 however the hazardous substances came to be placed there. Lessee acknowledges  
14 that it is aware of and familiar with the provisions of Section 1542 of the California Civil  
15 Code which provides as follows:

16           A general release does not extend to claims that the creditor or  
17 releasing party does not know or suspect to exist in his or her favor  
18 at the time of executing the release and that, if known by him or her,  
19 would have materially affected his or her settlement with the debtor  
20 or released party.

21           To the extent of the release set forth in this Section 23, Lessee hereby waives  
22 and relinquishes all rights and benefits which it may have under Section 1542 of  
23 California Civil Code.

24           Lessee Initials RA

25           **24. Assignment and Subletting.**

1           (a) Lessee shall not assign or attempt to assign all or any part of this  
2 Lease or any right or interest herein, nor make any total or partial sale, transfer,  
3 conveyance or assignment of the whole or any part of the Lessee's interest in the Leased  
4 Premises or the Improvements thereon, or mortgage, hypothecate or otherwise transfer  
5 in any manner any of its rights, duties or obligations hereunder to any person or entity  
6 without the prior written consent of County being first obtained. Lessee shall submit all  
7 documents including financial statements and information pertaining to any such  
8 transaction referenced in the foregoing paragraph to County for approval prior to entering  
9 into such agreements. Lessee shall submit all required certificates of insurance and  
10 endorsements to insurance policies, as required herein, to County for County's written  
11 consent in County's sole and absolute discretion prior to assignee occupying the Leased  
12 Premises.

13           (b) For the reasons cited above, Lessee represents and agrees for itself  
14 and any successor-in-interest that without the prior written approval of the County, there  
15 shall be no significant change in the ownership of Lessee or in the relative proportions  
16 thereof, or with respect to the identity of the parties in control of Lessee or the degree  
17 thereof, by any method or means.

18           (c) Any assignment or transfer of this Lease or any interest herein, or  
19 significant change in ownership of Lessee, or license for use of the Leased Premises,  
20 shall require the prior written approval of the County. Lessee shall promptly notify the  
21 County of any proposed subleases or licenses, and all changes whatsoever in the identity  
22 of the parties in control of Lessee or the degree thereof, of which it or any of its officers  
23 have been notified or otherwise have knowledge or information. This Lease may be  
24 terminated by the County if there is any significant change (voluntary or involuntary) in  
25 membership, management or control, of Lessee (other than such changes occasioned by  
26 the death or incapacity of any individual), or non-County approved subleases or licenses.

1 In the event of the death or incapacity of any individual who controls Lessee or the  
2 managing member of Lessee, any resulting change in the management of the  
3 Improvements or the control of the day-to-day operations of the Leased Premises and the  
4 Improvements shall be subject to the sole and subjective approval of the Assistant County  
5 Executive Officer/TLMA or designee.

6 (d) Assignments or transfers approved by the County shall be evidenced  
7 by the Lessee's, and assignee's execution of an assignment and assumption agreement  
8 approved as to form and substance by County.

9 (e) During the Term of this Lease, Lessee shall have no right to sublease  
10 or license all or any part of the Leased Premises without the prior written consent of the  
11 County.

12 (f) The restrictions on assignment transfer and subleasing and license  
13 contained in this Section 24 shall be binding on any successors or heirs of Lessee. The  
14 provisions of this Section 24 shall apply to each successive assignment and transfer in  
15 the same manner as initially applicable to Lessee under the terms set forth herein.

16 **25. Damage or Destruction.**

17 (a) In the event any of the improvements are damaged by an insured  
18 casualty, Lessee shall promptly remove the debris resulting from such event, and within  
19 a reasonable time thereafter shall apply insurance proceeds to the repair or restoration  
20 of the improvements so damaged to their condition immediately prior to such casualty,  
21 such repair or restoration to be performed in accordance with all provisions of this Lease.

22 (b) In the event any of the Improvements are damaged by an uninsured  
23 casualty, or the insurance proceeds are insufficient to repair or restore the Improvements  
24 to their condition prior to the casualty, Lessee shall promptly remove the debris resulting  
25 from such event, and within a reasonable time thereafter shall either (i) repair or restore  
26 the improvements so damaged to the extent economically feasible, such repair or

1 restoration to be performed in accordance with all provisions of this Lease, or (ii) erect  
2 other Improvements in such location, provided all provisions of this Lease are complied  
3 with to the extent economically feasible, or (iii) if the damage occurs during the term of  
4 the Lease, Lessee shall demolish the damaged portion of such improvements, restore  
5 any remaining improvements to an architectural whole, remove all rubbish, and pave or  
6 plant grass and otherwise restore the area to a neat, orderly, sanitary and attractive  
7 condition. County shall have the option to choose among the aforesaid alternatives, but  
8 Lessee shall be obligated to perform one of such alternatives.

9           Except as expressly provided in this Lease, no deprivation, impairment, or  
10 limitation of use resulting from any damage or destruction or event or work contemplated  
11 by this Section 25 shall entitle Lessee to any offset, abatement, or reduction in Base  
12 Rent, nor to any termination or extension of the Term hereof.

13           **26. Toxic Materials.**

14           During the term of this Lease and any extensions thereof, Lessee shall not  
15 violate any federal, state, or local law, or ordinance or regulation relating to industrial  
16 hygiene or to the environmental condition on, under or about the Leased Premises  
17 including, but not limited to, soil, air, and groundwater conditions. Further, Lessee, its  
18 successors, assigns, invitees, contractors, sublessees, or licensees shall not use,  
19 generate, manufacture, produce, store or dispose of on, under, or about the Leased  
20 Premises or transport to or from the Leased Premises any flammable explosives,  
21 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious  
22 materials, whether injurious by themselves or in combination with other materials  
23 (collectively, "hazardous materials"). For the purpose of this Lease, hazardous materials  
24 shall include, but not be limited to, substances defined as "hazardous substances,"  
25 "hazardous materials," or "toxic substances" in the Comprehensive Environmental  
26 Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section

1 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et  
2 seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.;  
3 and those substances defined as "hazardous wastes" in Section 25117 of the California  
4 Health and Safety Code or as "hazardous substances" in Section 25316 of the California  
5 Health and Safety Code; and in the regulations promulgated pursuant to said laws now  
6 and in the future.

7 **27. National Pollution Discharge Elimination System (NPDES) Permit.**

8 Lessee acknowledges, understands and agrees that it shall comply with California State  
9 Water Resources Control Board general permit requirements now and in the future  
10 relating to storm water discharges associated with business operation activities. Lessee  
11 further acknowledges, understands and agrees that it shall participate in the following  
12 without limitation, the Best Management Practices, Best Available Technology  
13 Economically Achievable, and Best Conventional Pollutant Control Technology, as set  
14 forth in the Clean Water Act (33 U.S.C. § 1251 et seq.).

15 **28. Free from Liens; No Encumbrance of County's Fee Estate.** Lessee  
16 shall pay, when due, all sums of money that may become due for any labor, services,  
17 material, supplies, or equipment, alleged to have been furnished or to be furnished to  
18 Lessee, in, upon, or about the Leased Premises, and which may be secured by a  
19 mechanics, materialmen's or other lien against the Leased Premises or County's interest  
20 therein, and will cause each such lien to be fully discharged and released at the time the  
21 performance of any obligation secured by such lien matures or becomes due; provided,  
22 however, that if Lessee desire to contest any such lien, it may do so, but notwithstanding  
23 any such contest, if such lien shall be reduced to final judgment, and such judgment or  
24 such process as may be issued for the enforcement thereof is not promptly stayed, or is  
25 so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
26 pay and discharge said judgment.

1 Lessee shall not encumber County's fee estate in the Property with any  
2 mortgage. Lessee shall not place, or allow to be placed, against the Property or any  
3 portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this  
4 Lease. In addition, Lessee shall remove, or shall have removed, any levy or attachment  
5 made on title to the leasehold estate created by this Lease and/or the Property (or any  
6 portion thereof), or shall assure the satisfaction thereof within a reasonable time but in  
7 any event prior to a sale thereunder. Under no circumstances whatsoever shall the  
8 Lessee allow any security instruments to be recorded against the County's fee interest  
9 in the Property.

10 **29. Employees and Agents of Lessee.** It is understood and agreed that all  
11 persons hired or engaged by Lessee shall be considered to be employees or agents of  
12 Lessee and not of County. It is expressly understood and agreed that Lessee (including  
13 its employees, agents and subcontractors) shall in no event be entitled to any benefits  
14 to which County employees are entitled, including but not limited to overtime, any  
15 retirement benefits, worker's compensation benefits, and injury leave or other leave  
16 benefits. There shall be no employer-employee relationship between the parties, and  
17 Lessee shall hold County harmless from any and all claims that may be made against  
18 County based upon any contention by a third party that an employer-employee  
19 relationship exists by reason of this Lease.

20 **30. Binding on Successors.** Lessee, its assigns and successors-in-interest,  
21 shall be bound by all the terms and conditions contained in this Lease, and all of the  
22 parties thereto shall be jointly and severally liable hereunder.

23 **31. Waiver of Performance.** Any waiver by County of any breach of any one  
24 or more of the terms of this Lease shall not be construed to be a waiver of any  
25 subsequent or other breach of the same or of any other term of this Lease. Failure on  
26 the part of County to require exact, full and complete compliance with any terms of this

1 Lease shall not be construed as in any manner changing the terms or preventing County  
2 from enforcement of the terms of this Lease.

3       **32. Severability.** In the event any provision of this Lease is held by a court of  
4 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
5 never the less continue in full force without being impaired or invalidated in any way.

6       **33. Jurisdiction and Venue.** This Lease is construed under the laws of the  
7 State of California. The Parties agree to the jurisdiction and venue of the Superior Court  
8 in the County of Riverside, State of California. Any action at law or in equity brought by  
9 either of the Parties hereto for the purpose of enforcing a right or rights provided for by  
10 this Lease shall be tried in a court of competent jurisdiction in the County of Riverside,  
11 State of California, and the Parties hereby waive all provisions of law providing for a  
12 change of venue in such proceedings to any other County.

13       **34. Attorney's Fees.** In the event of any litigation, mediation, or arbitration  
14 between Lessee and County to enforce any of the provisions of this Lease or any right  
15 of either Party hereto, each Party to such litigation, mediation, or arbitration agrees to  
16 pay their own respective costs and expenses, including reasonable attorney's fees,  
17 incurred therein.

18       **35. Notices.** Any notices required or desired to be served by either Party upon  
19 the other shall be addressed to the respective Parties as set forth below:

20           COUNTY

LESSEE

21           Riverside County Aviation  
22           4080 Lemon St., 14<sup>th</sup> Floor  
              Riverside, CA 92501

              Ramko Injection, Inc.  
              3500 Tanya Ave.  
              Hemet, CA 92545

23 or to such other addresses as from time to time shall be designated by the respective  
24 Parties. A change of notification address is required in writing and must be delivered to  
25 the other Party.  
26



1            Formal notices, demands and communications between County and  
2 Lessee shall be sufficiently given if dispatched by registered or certified mail, postage  
3 prepaid, return receipt requested, to the principal offices of the County and Lessee, as  
4 designated in this Section 35. Any such written notice that is transmitted by electronic  
5 facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered  
6 upon its transmission; any notice that is personally delivered (including by means of  
7 professional messenger service, by personal service, courier service such as United  
8 Parcel Service or Federal Express, or by U.S. Postal Service), in which event notice shall  
9 be deemed given when actually received the day after the documented date of delivery;  
10 and any notice that is sent by registered or certified mail, postage prepaid, return receipt  
11 required shall be deemed received on the second day of delivery.

12            County shall use good faith efforts to deliver copies of any notices of default  
13 delivered to Lessee to an encumbrancer, at such addresses for receipt of notice as shall  
14 be provided to the County in writing.

15            **36. Section Headings.** The Section headings herein are for the convenience  
16 of the Parties only, and shall not be deemed to govern, limit, modify or in any manner  
17 affect the scope, meaning or intent of the provisions or language of this Lease.

18            **37. County's Representative.** County hereby appoints the Assistant County  
19 Executive Officer/TLMA or his designee as its authorized representative to administer  
20 this Lease.

21            **38. No Partnership.** Nothing contained in this Lease shall be deemed or  
22 construed to create a lending partnership, other partnership, joint venture, or any other  
23 relationship between the parties hereto other than County and lessee according to the  
24 provisions contained herein, or cause County to be responsible in any way for the debts  
25 or obligations of Lessee, or any other party.

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1           **39. Non-liability of County Officials and Employees.** No member, official,  
2 employee or consultant of County shall be personally liable to the Lessee, or any  
3 successor-in-interest, in the event of any default or breach by the County or for any  
4 amount which may become due to the Lessee or to its successor, or on any obligations  
5 under the terms of this Lease.

6           **40. Agent for Service of Process.**

7           (a) It is expressly understood and agreed that, in the event Lessee is  
8 not a resident of the State of California or it is an association or partnership without a  
9 member or partner resident of the State of California, or it is a foreign corporation, then  
10 in any such event, Lessee shall file with County's clerk, upon its execution hereof, a  
11 designation of a natural person residing in the State of California, giving his or her name,  
12 residence and business addresses, as its agent for the purpose of service of process in  
13 any court action arising out of or based upon this Lease, and the delivery to such agent  
14 of a copy of any process in any such action shall constitute valid service upon Lessee. It  
15 is further expressly understood and agreed that if for any reason service of such process  
16 upon such agent is not feasible, then in such event Lessee may be personally served  
17 with such process out of this County and that such service shall constitute valid service  
18 upon Lessee. It is further expressly understood and agreed that Lessee is amenable to  
19 the process so served, submits to the jurisdiction of the Court so obtained and waives  
20 any and all objections and protests thereto.

21           **41. FAA Consent to Lease.** Lessee acknowledges that the Hemet-Ryan  
22 Airport was transferred to the County by the Federal Government and, as such, may  
23 require FAA consent to the Lease. If so required, the Federal Government's approval  
24 shall be considered a condition precedent to the effectiveness of this Lease.

25           **42. Entire Lease.** This Lease, including any attachments, exhibits or  
26 addendums, constitutes the entire agreement of the Parties with respect to its subject

1 matter and is intended by the parties hereto as a final expression of their understanding  
2 with respect to the subject matter hereof and as a complete and exclusive statement of  
3 the terms and conditions thereof and supersedes any and all prior and contemporaneous  
4 leases, agreements and understandings, oral or written, in connection therewith. This  
5 Lease may only be changed or modified by a written amendment signed by authorized  
6 representatives of both Parties.

7       **43. Construction of Lease.** The Parties hereto negotiated this Lease at arm's  
8 length and with the advice of their respective attorneys, and no provisions contained  
9 herein shall be construed against County solely because it prepared this Lease in its  
10 executed form.

11       **44. Effective Date.** The effective date ("Effective Date") of this Lease is the  
12 date the Parties execute this Lease. If the Parties execute this Lease on more than one  
13 date, then the date this Lease is executed by the County shall be the Effective Date.

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15                                   [SIGNATURES ON FOLLOWING PAGE]  
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1 IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth  
2 below.

3  
4 COUNTY:  
5 COUNTY OF RIVERSIDE, a  
6 political subdivision of the State of  
7 California

LESSEE:  
Ramko Injection, Inc., a California  
corporation

8 By: V. Manuel Perez  
9 V. MANUEL PEREZ  
10 CHAIRMAN, BOARD OF SUPERVISORS

By: Robert G. Andrei  
Robert G. Andrei  
Chairman of the Board

11  
12 Date: DEC 15 2020

Date: 11/10/2020

13  
14  
15 APPROVED AS TO FORM:  
16 Gregory P. Priamos, County Counsel

17 By: Synthia M. Gunzel  
18 Synthia M. Gunzel  
19 Chief Deputy County Counsel

- 20 Attachments:
- 21 1. Exhibit A: Site Map
  - 22 2. Exhibit B: Space Plan of Leased Premises
  - 23 3. Exhibit C: Tenant Improvements
  - 24 4. Exhibit D: Federally Required Lease Provisions

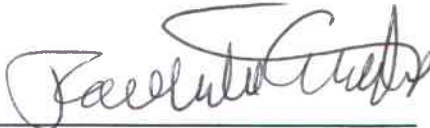
25 ATTEST:  
26 KECIA R. HARPER, Clerk  
By: [Signature]  
DEPUTY

1 IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth  
2 below.

3  
4 COUNTY:  
5 COUNTY OF RIVERSIDE, a  
6 political subdivision of the State of  
7 California

LESSEE:  
Ramko Injection, Inc., a California  
corporation

8  
9 By: \_\_\_\_\_  
10 Charissa Leach  
11 Interim Assistant CEO/  
12 TLMA Director

By:  \_\_\_\_\_  
13 Robert G. Andrei  
14 Chairman of the Board

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

16 Date: 11/10/2020

17 APPROVED AS TO FORM:  
18 Gregory P. Priamos, County Counsel

19 By: \_\_\_\_\_  
20 Synthia M. Gunzel  
21 Chief Deputy County Counsel

22 Attachments:

- 23 1. Exhibit A: Site Map  
24 2. Exhibit B: Space Plan of Leased Premises  
25 3. Exhibit C: Tenant Improvements  
26 4. Exhibit D: Federally Required Lease Provisions

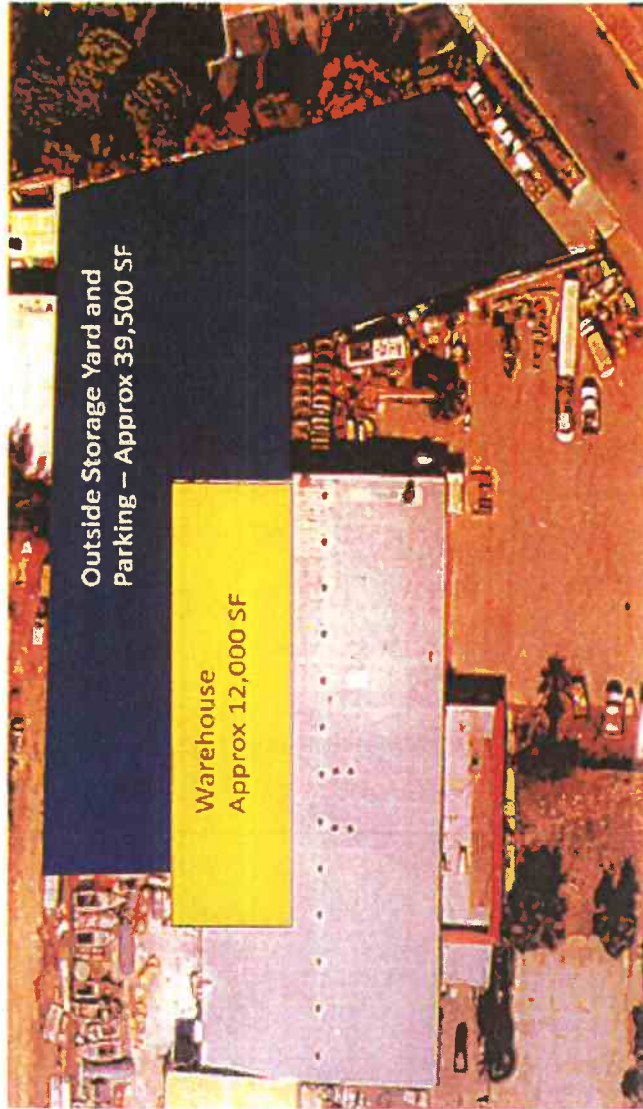
Exhibit A  
Site Map

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Exhibit B  
RAMKO INJECTION, INC. LEASED PREMISES  
3950 INDUSTRIAL AVE., HEMET, CA



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Exhibit C  
Tenant Improvements

- Clean and repair metal building structure, replacing wall panels as needed and cleaning inside of Leased Premises;
- Remove old chain-link fencing and replace with new chain-link fencing on sides and back of yard area, along with new gate and gate opener;
- Connect new chain-link fencing to the adjacent block wall on the east side of the property that separates this parcel from the neighboring parcel (also owned by Lessee);
- Repave parking lot and adjacent yard area.
- Remove overgrown trees that are undermining the integrity of the fence on the east side of Leased Premises, and heavily prune the remaining trees. Section 7(b) of the lease agreement will govern the landscaping after initial clean up.



Exhibit D  
Federally Required Lease Provisions

(Attached)

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## FEDERALLY REQUIRED LEASE PROVISIONS

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease agreement for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Riverside, herein called the County, shall have the right to terminate the lease agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. The Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof, and in the event of such noncompliance, the County shall have the right to terminate this lease agreement and the estate thereby created without liability therefore or, at the election of the County or the United States, either or both said Governments shall have the right to judicially enforce these Provisions.
6. The Lessee agrees that it shall insert the above five provisions in any sublease agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.
7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.
8. The County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
9. The County reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
10. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation, or maintenance of the airport.
11. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating on the Hemet-Ryan Airport.

12. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
13. The Lessee, by accepting this lease agreement, expressly agrees for itself, its successors and assigns that it will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on land leased hereunder with a height that exceeds the height limitation formula specified in Part 77 of the Federal Aviation Regulations without first obtaining the approval of the DOT and the County, which approval can be sought by submitting FAA Form 7460-1 (copy attached). In the event that the aforesaid covenants are breached, the County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
14. The Lessee, by accepting this lease agreement, agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner, which might interfere with the landing and taking off of aircraft from Hemet-Ryan Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC 1349a)
16. This lease agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.