

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



ITEM: 3.12  
(ID # 14791)

MEETING DATE:  
Tuesday, March 23, 2021

**FROM:** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY REGIONAL PARK AND  
OPEN-SPACE DISTRICT:



**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Letter Agreement No. 21-07-34-L2060 with United States Department of the Interior Bureau of Reclamation and Approval of First Amendment to Lease and Agreement between the Coachella Valley Water District and the Riverside County Regional Parks and Open-Space District by and through the County of Riverside for Administration of the Recreation at Lake Cahuilla Adjacent to the Coachella Canal, Indio, California; District 4; CEQA Exempt; [\$0] Clerk to File Notice of Exemption - Companion to item #14800

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b) (3), General Rule or "Common Sense" Exemption;

Continued on Page 2

**ACTION:**

  
Rose Salgado, Director of Facilities Management 3/11/2021   
Kyla R. Brown, General Manager 3/16/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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  
Abstain: None  
Date: March 23, 2021  
xc: FM-RE, Parks, Recorder

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(Companion item 13.1)

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

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

2. Ratify and Approve Letter Agreement No. 21-07-34-L2060 ("Letter Agreement") with United States Department of the Interior Bureau of Reclamation extending the term of the Agreement and License for County Highway Facilities (Contract No. 14-06-300-2206) between the United States Bureau of Reclamation and the County of Riverside (County) and the Lease and Agreement for Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal (Contract No. 14-06-300-2215);
3. Approve First Amendment to Lease and Agreement ("First Amendment") between the Coachella Valley Water District (CVWD) and the Riverside County Regional Parks and Open-Space District, by and through the County of Riverside (County) for Administration of Recreation at Lake Cahuilla Adjacent to the Coachella Canal;
4. Authorize the Chairman of the Board to execute the Letter Agreement and First Amendment on behalf of the County of Riverside;
5. Authorize the Director of Facilities Management to execute future amendments to extend the term of the Agreements, as approved by County Counsel, that do not change the intent or purpose of the Agreements and encumber no additional funds; and
6. 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.

Continued on Page 3

**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	N/A
<b>NET COUNTY COST</b>	\$0	\$0	\$0	N/A
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

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

**BACKGROUND:**

**Summary**

In 1971, the County of Riverside (County) entered into three Leases and Agreements for property now known as Lake Cahuilla Veterans Regional Park. The Agreement and License for County Highway Facilities was between the County and the United States Bureau of Reclamation (USBR) (Contract No. 14-06-300-2206). The second lease was the Lease and Agreement between the United States and the County for the Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal (Contract No. 14-06-300-2215) which is administered by the Coachella Valley Water District (CVWD). The final agreement is between the County and the Coachella Valley County Water District, now CVWD, and was for the Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal.

The purpose of entering the Leases and Agreements was for the County to develop a public outdoor recreation area. All three agencies desired that recreation facilities be developed and operated by the County. While irrigation use of the terminal reservoir known as Lake Cahuilla was paramount, recreation and wildlife uses were desired. The County Highway Facilities agreement expired on October 19, 2020. Both recreation area leases had 50-year terms with the USBR agreement expiring January 11, 2021, and the CVWD agreement set to expire March 22, 2021. The County, through the Parks Department, now the Regional Park and Open-Space District (RivCoParks), invested in improvements to the site between 1971 to the present, resulting in a regional park that is now known as Lake Cahuilla Veterans Regional Park (Park) and represents the County's first park named in honor of veterans.

The County and RivCoParks desired new lease agreements (New Leases) which would transfer the operations formally from County to RivCoParks and would be between RivCoParks, CVWD and USBR. Ongoing negotiations between RivCoParks, CVWD and USBR since 2014 regarding New Leases have highlighted concerns related to dreissenid mussels, or more specifically quagga mussels (*Dreissena rostriformis bugensis*), being introduced to the lake and downstream infrastructure through recreational activities. The microscopic larva of these quagga mussels are known as veligers. Quagga mussels are invasive species that have

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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the potential of causing significant economic impacts should they become established in the lake or pipes that transport irrigation water to farms in the valley.

**Summary of Quagga Mussel Risk and Mitigation Measures**

The water in Lake Cahuilla comes from the Colorado River through Imperial Dam, where adult quagga have been found. The dam is upstream from where the water is diverted into the Coachella branch of the All-American Canal. The USBR is the owner of the lake and CVWD is operator of the water supply system. Per California Fish and Game code §2301, CVWD as the operator must submit an Aquatic Invasive Species Control Plan to control or eradicate mussels and veligers. CVWD has developed this plan and implements mitigation measures, including frequent monitoring and testing of water samples, chlorinating the water supply at the entrance to and along the canal, creating turbulent environments within the canal to destroy quagga muscles and veligers, prohibiting boating activities on the lake, and restricting recreational activities.

Beyond CVWD's required controls, RivCoParks implements mitigation activities outlined in Policy 8.5, Quagga Mussel Containment and Prevention. These activities include preventing boating or watercraft, inspection and limitations on fishing bait, inspection of all fishing related gear, tools, and receptacles which must be clean and dry prior to entry and exit, visitor education via prominent signage and pamphlets, restrictions and inspections of fish stocking vehicles and equipment, and additional CVWD inspections, treatments, and approvals for special events. RivCoParks also visually inspects the shoreline for any signs of quagga presence. Combined, these mitigation efforts have proven effective.

During negotiations for New Leases, CVWD requested RivCoParks assume all responsibility for potential damages related to quagga infestations. However, due to RivCoParks not having responsibility for the water conveyance system and limited impact on variables that contribute to the risk of quagga presence in the lake, the negotiations ended in 2020. Several other potential recreation operators, including Desert Recreation District and the City of La Quinta were contacted by CVWD to determine interest and ability to assume Park operations with the new terms proposed. Unfortunately, none were able to agree to the terms. The agencies instead began to meet collectively as partners to discuss options for keeping the Park open for public use. Due to the limited time left on the existing Agreements, in January 2021, discussions changed to consider a one-year lease extension to allow time to conduct additional risk and environmental assessments.

**Current Lease Terms on Liability**

The amendments to the Leases currently requested will not change the County or RivCoParks' potential liability if there are damages from quagga mussels. An analysis of any County and RivCoParks' possible liability related to quagga mussels would be based on the terms of the original Leases.



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The County and RivCoParks may be liable for damages caused by quagga mussels if they were found to be the cause of the presence of or failed to exercise due care and take reasonable precautions to prevent or reduce a colonization of quagga mussels. RivCoParks has and continues to employ reasonable measures to address any new introductions of quagga.

**Proposed Agreements**

The Agreements recommended for approval include a Letter Agreement with USBR that would extend the County Highway Facilities Agreement and the Use of Land and Development and Administration of Recreation Lease Agreement to March 22, 2022. The First Amendment to the CVWD lease would extend the original terms to March 22, 2022. On January 26, 2021, the CVWD Board of Directors voted to approve the one-year extension. No other terms are currently proposed for amendment. Approval of the First Amendment and the Letter Agreement would result in the lease termination dates of all three agreements being March 22, 2022.

The one-year extension specifically affords time for RivCoParks, along with partners that include Desert Recreation District and the City of La Quinta, to conduct an independent environmental assessment as well as a risk assessment. These entities desire to partner to expand recreational programs and maintain public access to the Park. The results of these Assessments will be evaluated by County Risk Management and County Counsel, along with RivCoParks and the partners, to make recommendations about long-term operations of the Park.

**Impact on Citizens and Business**

Lake Cahuilla Veterans Regional Park is a beautiful 710-acre recreational park at the base of the Santa Rosa Mountains that boasts campgrounds, access to trails, a 135-acre fishing lake, a zero-depth entry pool, picnic areas, restrooms, and play areas. The park is visited by over 50,000 people per year to enjoy camping, fishing, hiking, picnicking, swimming in the pool, or participating in a variety of permitted events. In addition, the lake was selected as the swim location for the Ironman 70.3 Indian Wells-La Quinta triathlon, attracting over 3,000 athletes and their supporters to the region and resulting in an estimated \$10M in economic impact to the Coachella Valley.

Entering into these Agreements will provide additional time for assessment of risk and determination of if a New Lease is an option for keeping the Park accessible to the public for recreational use. Ideally, new long-term leases will be evaluated before the one-year Agreements expire, allowing for additional investment in infrastructure and helping to preserve this park for public use for years to come if the assumption of liability is determined to be reasonable.

**California Environmental Quality Act**

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STATE OF CALIFORNIA**

Pursuant to Title 14, Division 6, Chapter 3 of the California Code of Regulations, Guidelines for Implementation of the California Environmental Quality Act (CEQA), the project is deemed categorically exempt under 15301: Existing Facilities.

**Attachments**

First Amendment to Lease and Agreement with CVWD

Letter Agreement with USBR

Notice of Exemption

CAO:dr/030421/14598

  
Steven Akeson

3/17/2021

  
Gregory V. Priantos, Director County Counsel

3/17/2021

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.11**  
(MT 14598)

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from County Counsel regarding the Ratification and Approval of Letter Agreement No. 21-07-34-L2060 with United States Department of the Interior Bureau of Reclamation and Approval of First Amendment to Lease and Agreement between the Coachella Valley Water District and the Riverside County Regional Parks and Open-Space District by and through the County of Riverside for Administration of the Recreation at Lake Cahuilla Adjacent to the Coachella Canal, Indio, California; District 4, is continued to Tuesday, March 23, 2021 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on March 9, 2021 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: March 9, 2020

(seal)

Kecia Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: *Alicia Rasmussen* Deputy

AGENDA NO.  
**3.11**

xc: FM-RE, Parks, COB

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



**ITEM: 3.11  
(ID # 14598)**

**MEETING DATE:**

Tuesday, March 09, 2021

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT :


**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Letter Agreement No. 21-07-34-L2060 with United States Department of the Interior Bureau of Reclamation and Approval of First Amendment to Lease and Agreement between the Coachella Valley Water District and the Riverside County Regional Parks and Open-Space District by and through the County of Riverside for Administration of the Recreation at Lake Cahuilla Adjacent to the Coachella Canal, Indio, California; District 4; CEQA Exempt; [\$0] Clerk to File Notice of Exemption - Companion to item #14592


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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b) (3), General Rule or "Common Sense" Exemption;
2. Ratify and Approve Letter Agreement No. 21-07-34-L2060 ("Letter Agreement") with United States Department of the Interior Bureau of Reclamation extending the term of the Agreement and License for County Highway Facilities (Contract No. 14-06-300-2206) between the United States Bureau of Reclamation and the County of Riverside (County) and the Lease and Agreement for Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal (Contract No. 14-06-300-2215;
3. Approve First Amendment to Lease and Agreement ("First Amendment") between the Coachella Valley Water District (CVWD) and the Riverside County Regional Parks and Open-Space District, by and through the County of Riverside (County) for Administration of Recreation at Lake Cahuilla Adjacent to the Coachella Canal;
4. Authorize the Chairman of the Board to execute the Letter Agreement and First Amendment on behalf of the County of Riverside;
5. Authorize the Director of Facilities Management to execute future amendments to extend the term of the Agreements, as approved by County Counsel, that do not change the intent or purpose of the Agreements and encumber no additional funds; and
6. 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.

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

ACTION:

  
Rose Salgado, Director of Facilities Management 2/25/2021

  
Kyla R. Brown, General Manager 2/26/2021

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MINUTES OF THE BOARD OF SUPERVISORS



**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	N/A
<b>NET COUNTY COST</b>	\$0	\$0	\$0	N/A
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

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

**BACKGROUND:**

**Summary**

In 1971, the County of Riverside (County) entered into three Agreements for property now known as Lake Cahuilla Veterans Regional Park (Park). The Agreement and License for County Highway Facilities was between the County of Riverside and the United States Department of Interior Bureau of Reclamation (USBR) (Contract No. 14-06-300-2206). The second lease was the Lease and Agreement between the United States and the County of Riverside for the Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal (Contract No. 14-06-300-2215) which is administered by the Coachella Valley Water District (CVWD). The final agreement is between the County and the Coachella Valley County Water District, now CVWD, and was for the Use of Land and Development and Administration of Recreation at the Terminal Reservoir adjacent to the Coachella Canal. The purpose of entering into these Agreements was for the County to develop a public outdoor recreation area. While irrigation use of the terminal reservoir known as Lake Cahuilla was paramount, recreation and wildlife uses were also desired. The County Highway Facilities Agreement was set to expire on October 18, 2020. The recreation area leases had 50-year terms with the USBR Agreement set to expire January 11, 2021 and the CVWD Agreement set to expire March 22, 2021. The County, through the Regional Park and Open-Space District (RivCoParks), improved the site between 1971 to the present and resulting in the creation of Lake Cahuilla Veterans Regional Park which represents the County's first park named in honor of veterans.

Ongoing negotiations between RivCoParks, CVWD and USBR over the past several years regarding an extension of the leases have highlighted concerns related to dreissenid mussels, or more specifically quagga mussels (*Dreissena rostriformis bugensis*), being introduced to the lake and downstream infrastructure through recreational activities. Quagga mussels are invasive species that have the potential of causing significant economic impacts should they become established in the lake or pipes that transport irrigation water to farms in the valley.

The Letter Agreement with USBR that is recommended for approval would extend the County Highway Facilities Agreement and the Use of Land and Development and Administration of Recreation Lease to March 22, 2022. On January 26, 2021, the CVWD Board of Directors voted to extend the current lease agreement(s) for one year. The First Amendment to the

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

CVWD Agreement extends the original term to March 22, 2022 to allow additional studies related to quagga mussels to be conducted, mitigation efforts to be explored, and negotiations to continue. Approval of the First Amendment and the Letter Agreement would result in the lease termination dates of all three agreements being March 22, 2022.

The one-year extension specifically affords time for RivCoParks, along with Desert Recreation District and the City of La Quinta, to conduct an independent study on current water quality, as well as determine the level of risk recreation activities pose to the Lake. These entities desire to partner to expand recreational programs and access to Lake Cahuilla, while enhancing protections against accidental introduction of quagga mussels into the lake.

**Impact on Citizens and Business**

Lake Cahuilla Veterans Regional Park is a beautiful 710-acre recreational park at the base of the Santa Rosa Mountains that boasts campgrounds, access to trails, a 135-acre fishing lake, a zero-depth entry pool, picnic areas, restrooms, and play areas. The Park is visited by over 50,000 people per year to enjoy camping, fishing, hiking, picnicking, swimming in the pool, or participating in a variety of permitted events. In addition, the Lake was selected as the swim location for the Ironman 70.3 Indian Wells-La Quinta Triathlon, attracting over 3,000 athletes and their supporters to the region and resulting in an estimated \$10M in economic impact to the Coachella Valley.

Entering into these Amendments will help ensure the Park remains open and accessible to the public for recreational use. Ideally, new long-term leases will be entered into before the one-year amendments expire, allowing for additional investment in infrastructure and helping to preserve this Park for public use for years to come.

**California Environmental Quality Act**

Pursuant to Title 14, Division 6, Chapter 3 of the California Code of Regulations, Guidelines for Implementation of the California Environmental Quality Act (CEQA), the project is deemed categorically exempt under 15301: Existing Facilities.

**Attachments**

- First Amendment to Lease and Agreement with CVWD  
Original Lease and Agreement with CVWD
- Letter Agreement with USBR  
Original Lease and Agreement with USBR
- Notice of Exemption

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

CAO:dr/030421/14598

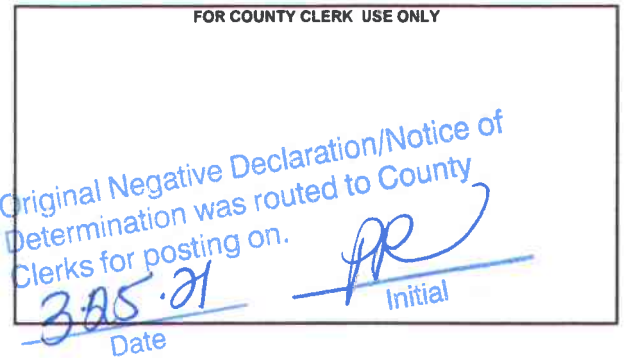
  
Steven Atkeson

3/4/2021

  
Gregory V. Priamos, Director County Counsel

3/3/2021

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



## NOTICE OF EXEMPTION

March 3, 2021

**Project Name:** First Amendment to Lease Agreement for Lake Cahuilla Recreation Area

**Project Number:** FM041061

**Project Location:** 58075 Jefferson Street, west of Madison Street, La Quinta, CA 92553

**Description of Project:** The Riverside County Regional Park and Open Space District (District) and Coachella Valley Water District (CVWD) entered into a Lease in 1971 for the use of Lake Cahuilla Recreation area. Facilities Management-Real Estate (FM-RE) is now seeking a First amendment to the Lease which will extend the Lease between the District and CVWD for one year. The First Amendment to the Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facilities will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**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 California Code of Regulations Title 14, Articles 5 and 19, Section 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve 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. No significant environmental impacts are anticipated to occur with the extension of term under the First Amendment to the Lease.

MAR 23 2021 3.12 ~ 13.1

- **Section 15301 – Class 1 Existing Facilities Exemption:** This 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 an extension of an existing Lease Agreement to an existing facility. The use of the facility by the District would be consistent with the current land use, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 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 extension of term under the First Amendment to the Lease is an administrative function and would not result in any direct or indirect physical environmental impacts. 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.

Therefore, 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: 3-3-2021

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



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Lake Cahuilla First Amendment to Lease**

**Accounting String: 528500-100000000000-7201300000 - FM041061**

DATE: March 3, 2021

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Craig Olsen, Supervising Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

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

Date: March 3, 2021  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM041061**  
Lake Cahuilla First Amendment to Lease

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600  
Attention: Mike Sullivan, Senior Environmental Planner,  
Facilities Management,  
3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).

Attachment

cc: file

## FIRST AMENDMENT TO LEASE AND AGREEMENT

BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND THE COUNTY OF RIVERSIDE FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF RECREATION AT LAKE CAHUILLA ADJACENT TO THE COACHELLA CANAL

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT ("Amendment") is entered into as of March \_\_\_\_, 2021\_\_ by and between the COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, by and through the COUNTY OF RIVERSIDE ("Lessee"). CVWD and Lessee are individually referred to herein as a "Party" and collectively the "Parties"

### RECITALS

A. The United States has constructed a facility known as Lake Cahuilla on land owned by the United States and CVWD in connection with the Coachella Division of the All-American Canal System of the Department of Interior, Bureau of Reclamation ("Reclamation"), a Federal Reclamation Project. By a lease dated January 11, 1971 between Lessee and the United States ("Reclamation Lease"), CVWD administers, on behalf of Reclamation, the subject premises and additional portions of the Lake Cahuilla area owned by the United States; and

B. The Parties previously entered into that certain Lease And Agreement Between The Coachella Valley County Water District And The County of Riverside, California, For Use Of Land And Development And Administration Of Recreation At Lake Cahuilla Adjacent To The Coachella Canal, Indio, dated as of March 22, 1971 ("Lease"). A copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference. Pursuant to said Lease, Lessee operates and maintains a public outdoor recreation area within CVWD's rights-of-way adjacent to Lake Cahuilla which is the terminal reservoir of the Coachella Canal, located within portions of sections 20 and 29, Township 6 South, Range 7 East, San Bernardino Meridian, California; and

C. While the County of Riverside executed the Lease in 1971, the lease was transferred, independent of CVWD, to the Riverside County Regional Park and Open-Space District ("County Parks"), a special district within the Riverside County Government system. Since the date of the Lease, the name of CVWD has changed from the Coachella Valley County Water District to the Coachella Valley Water District; and

D. The Lease term is for a period of 50 years and will expire on March 22, 2021. The Parties desire to extend the term of the Lease through March 22, 2022 subject to the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of their mutual covenants contained herein, the Parties hereby agree as follows:

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

1. Term The term of the Lease is hereby extended to March 22, 2022 (“Expiration Date”).

2. Terms And Conditions Of Lease The terms and conditions of the Lease, originally with the County of Riverside and now with County Parks, shall remain in place until the Expiration Date.

3. Right Of Termination In addition to all rights and obligations of the Parties under the Lease in regard to termination, CVWD may, at any time and at no cost or liability to CVWD, terminate the Lease and this Amendment in the event of any of the following:

(a) A natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(b) CVWD determines that Lessee has used this Amendment for any purpose other than its intended purpose.

4. Notices To Visitors As soon as reasonably possible after Lessee’s execution of this Amendment, Lessee shall take the following actions:

(a) Install and maintain signage in locations which will make it clear that boating is prohibited.

(b) Provide every visitor to Lake Cahuilla with hard copy materials which make it clear that boating is prohibited and which explain the threat posed by quagga mussels.

5. Ratification; Miscellaneous.

(a) Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect.

(b) Lessee shall continue to be responsible for compliance with, and the extension of, the Reclamation Lease in order for the Reclamation Lease to be consistent with this Amendment including the Expiration Date.

(c) This Amendment may be executed in one or more counterparts.

(d) Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease.

(e) This Amendment shall be effective upon the last date set forth below the Parties’ signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

COACHELLA VALLEY WATER DISTRICT

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

Title: \_\_\_\_\_

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

ACCEPTANCE:

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

Dated: 03.23.2021

ATTEST:

Kecia Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: [Signature]  
Wesley Stanfield  
Deputy County Counsel

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

park and open-space district created pursuant to  
California Public Resources Code Div.5, Ch.3,  
Art. 3

By: Chuck Washington  
Chuck Washington, Chair

Board of Directors

Dated: 03.23.2021

ATTEST:

Kecia Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: [Signature]  
Kristine Bell-Valdez  
Supervising Deputy County Counsel



**EXHIBIT "A"**

**LEASE**

(to be attached behind this page)

LEASE AND AGREEMENT BETWEEN THE COACHELLA VALLEY COUNTY  
WATER DISTRICT AND THE COUNTY OF RIVERSIDE, CALIFORNIA,  
FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF  
RECREATION AT LAKE CAHUILLA ADJACENT TO THE  
COACHELLA CANAL, INDIO, CALIFORNIA

1. THIS LEASE AND AGREEMENT, made this 22<sup>nd</sup> day of  
March, 1971, between the COACHELLA VALLEY COUNTY  
WATER DISTRICT, hereinafter referred to as "District," and the  
COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as the  
"County."

WITNESSETH:

2. WHEREAS, the United States has constructed a facility  
within the Coachella Division of the All-American Canal System,  
known as the Lake Cahuilla located on land owned by it and the  
District in Riverside County, California, which is operated and  
maintained by the District in connection with the Coachella  
Division, All-American Canal System of the Bureau of Reclamation,  
a Federal Reclamation Project; and

3. WHEREAS, the County by a Lease And Agreement between  
it and the United States of America acting by and through the  
Bureau of Reclamation Region 3 has leased certain lands owned by  
the United States upon which there has been constructed a facility  
known as Lake Cahuilla and adjacent and appurtenant facilities for  
maintenance and operation by the County as a public outdoor  
recreation area; and

4. WHEREAS, the District owns certain lands which are a  
part of Lake Cahuilla and adjacent and appurtenant facilities and  
lands; and

5. WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County desires to use the hereinafter-described land, which heretofore was withdrawn or acquired by the District in relation to the construction of Lake Cahuilla and which land also have public use values for recreation, fish and wildlife, and related purposes; and

6. WHEREAS, the District, and the County are desirous that recreation facilities be developed at and adjacent to Lake Cahuilla to be administered, operated, and maintained by the County; and

7. WHEREAS, this lease and agreement will not be incompatible with the primary purposes for which said land is being administered;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

8. Description of Land. Subject to the terms, conditions, exceptions, and reservations hereinafter set forth, the District leases the hereinafter-described land to County and agrees to the County's administering said land as a public outdoor recreational area, hereinafter called "recreation area," located in Riverside County, State of California, as shown on Drawing No. A-105 attached hereto and by reference made a part hereof. The description of the land covered by this lease and agreement is as set forth on Exhibit "A" hereto.

The District has heretofore filed an action in eminent domain being the case of Coachella Valley County Water District v.

Swigart, et al, Riverside Superior Court No. Indio 11772 wherein the District is condemning for purposes of the Lake Cahuilla development 5.79 acres. This land being so condemned constitutes a portion of the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian. If and when the District ever acquires title to said 5.79 acres, it shall automatically be included as part of the District lands being leased herein to the County subject to the same terms and conditions as set forth herein.

If and when the District ever acquires the fee title to any of the lands heretofore leased by the United States to the County under the Lease And Agreement under date of January 11, \_\_\_\_\_, 1971, heretofore referred to such lands shall then automatically be likewise included as District lands leased to the County pursuant to the terms and provisions of this lease and agreement.

9. Exceptions and Reservations. There are excepted and reserved from the District lands described in Exhibit "A" the following:

- (a) All rights-of-way which the District may hereafter grant for highways and roads, railroads, flood control, flowage area, irrigation works, pipelines, telephone and electric powerlines, and substation sites, or for other purposes authorized by law; Provided, however, That prior to the grant of any such rights-of-way, the District will consult and cooperate with the County for the purpose of

eliminating or minimizing conflict with improvements and operations of the County to the extent consistent with the best interests of the District, as determined by the General Manager/Chief Engineer, whose judgment shall be final.

(b) The rights of the District, its officers, agents, employees, successors, and assigns, to close or otherwise restrict public access at any time to the recreation area, or any portion of the leased premises, in the event of a national emergency, or whenever the District determines that such closure is necessary in the interest of project operations, public safety, or national security.

(c) The rights of the District, its officers, agents, employees, successors, and assigns to draw down and fill or to vary water levels in Lake Cahuilla, and to flood and seep the recreation area without any liability for damage to any improvements of the County or its permittees, licensees, or contractors.

(d) The rights of the District, its officers, agents, employees, successors, and assigns, at all proper times and places, freely to have ingress to, passage over, and egress from all of said land and Lake Cahuilla, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article and otherwise carrying out the operations of the District.



- (e) The right of the District to enter upon the recreation area for the purpose of removing unauthorized structures, facilities, and other improvements.

10. Irrigation Use Paramount. Recreation and wildlife uses of Lake Cahuilla are subordinate to the rights of the United States and the District relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between the United States and the District, dated October 15, 1934, No. Ilr-781, as amended, and supplemented by contract, dated December 22, 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, some of the premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by the United States or the District to be necessary in connection with the construction, operation, or maintenance of Lake Cahuilla and appurtenant facilities situated thereon and thereat. The District's normal operation of Lake Cahuilla will require a drawdown of the water level in the lake during the weekdays and a filling of the lake on weekends. However, the water level may be fluctuated at any time by the District or the United States, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Project operations without notice or any liability

whatsoever. Further, no liability shall ensue to the District or the United States by reason of any changes in water levels due to floods or for any other reason.

11. Term of Agreement. The term of this lease and agreement shall be a period of fifty (50) years commencing on the date hereof unless sooner terminated as hereinafter provided.

12. Possession. The District is not and shall not at any time be obligated to place or maintain the County or any of its permittees, licensees, or contractors in actual possession of the recreation area or any part thereof. None of the obligations of the County hereunder, nor any of the rights of the District hereunder shall be affected by the inability for any reason of the County or any of its permittees, licensees, or contractors to obtain or retain possession of the recreation area or any part thereof. The County hereby expressly waives any rights to require the District to secure to the County or any of its permittees, licensees, or contractors the quiet possession of any of the recreation area.

13. General Development Plan. The County shall furnish the District, within ninety (90) days of the execution of this Agreement, a general development plan for the recreation area and other lands included in the general park area including the lands leased by the County from the United States pursuant to the Lease and Agreement of January 11, 1971, with accompanying maps showing location of existing and proposed roads, trails, parking and picnic areas, swimming beaches, boat ramps, buildings, and other developments.

Any changes in the plan shall be covered by amendments which also must be furnished to said District. The general development plan and any amendments of the plan will require the approval of the District before construction of improvements is initiated. The work contemplated hereunder shall be subject to inspection and approval of the District. In the administration and development of recreation at the terminal reservoir, the County and all parties acting under it shall follow the general development plan. All developments will be compatible with existing features.

14. Use of Recreation Area. The County shall construct, operate, and maintain on the recreation area and the other leased lands as part of the general park in accordance with the approved general development plan, roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreation uses. The County shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the recreation area and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the recreation area as are necessary and desirable to protect the health and safety of persons using the area, and for the preservation of law and order in the interest of public safety. The County shall not engage in or permit any activity within the recreation area or allow any omission therein which will interfere

with the safety, protection, and operation of the reservoirs for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of Lateral System 123.45 or Dikes 2 and 4 and future connecting pipes and structures.

15. Concessions. The County may issue and administer concessions and other agreements, licenses, and permits to persons, corporations, or associations for the purpose of making available services and facilities for the use and convenience of the visiting public and for the purpose of regulating the privileges granted. All such agreements, licenses, and permits shall be submitted to the District for review and approval before issuance; Provided, That such agreements, licenses, and permits shall be expressly made subject to all terms, conditions, exceptions, and reservations in this agreement. Said instruments shall recognize the primary purposes of the Coachella Division, All-American Canal System, and include releases to and for the District and the United States, their successors, assigns, officers, agents, and employees for and on account of the construction and operation and maintenance of Project works including, but not limited to, Lake Cahuilla and its inlet and outlet works. No license, concession, or other agreement or permit granted by the County shall transfer any rights in the land, and the rights given to the County to grant such licenses, concessions, and permits shall not be construed as rights to grant an interest in the land. The term of any license, permit, or contract granted or made by the Contractor shall not extend beyond the life of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for



public utility rights-of-way, grazing or agricultural uses, or for removal of materials or minerals.

16. Transfer of Concessioner's Interest. If any concessioner shall fail to perform under the terms of his license, permit, or agreement and thus subject his license, permit, or agreement to cancellation, or if he should cease to be authorized to conduct the operation provided for in his concession contract, and the County and the District determine that such operations are to be conducted by a successor, then:

- (a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor approved by the District, and the County; and
- (b) Such successor will be required, as a condition to the granting of a license, permit, or agreement to conduct such operations, to purchase such interest from the concessioner, and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility, or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for an item or items, such

amount will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the prospective purchaser shall each name one of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If during the term of this lease and agreement, any concessioner shall cease to be authorized to conduct the operations provided for in his concession agreement for any reason other than termination of his agreement by direct action of the County, and the County determines with the concurrence of the District, that such operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to his successor shall be controlled by the provisions of his concession agreement, with respect to which the District shall have no financial or other obligation whatsoever, except where the District is such successor.

17. Fees and Charges. The County may levy entry fees to the reservoir recreation area consistent with its investment in and its administrative responsibility for the area. It may also make reasonable charges or permit its authorized licensees, permittees, and concessioners to make such charges for the use of facilities within said area. The schedule of such entry and user



fees will be submitted to and approved in writing by the District.

18. Use of Revenues to Meet Costs. The County shall retain and expend only for the administration, development in accordance with the general development plan, and maintenance of the Coachella terminal reservoir recreation area as described herein, all receipts from licenses, permits, or contracts which it is authorized to issue or administer, and receipts from entry to and user fees within the reservoir area. The County shall accumulate in a special fund the excess of revenues over operation and maintenance expenditures, and all such funds will be expended for the development of recreational facilities in accordance with the general development plan for the entire park area. The County shall furnish to the District, not later than March 31 of each year, a report of all receipts, expenditures for operation, maintenance, and the development of facilities. The County shall maintain such accounting records as are necessary to satisfy the requirements of this lease and agreement and make them available for inspection by the Bureau of Reclamation and the District upon request.

19. Liability of Contractors, Licensees, and Permittees. The County shall require all contractors, licensees, permittees, and concessioners to carry such public liability, property damage, and products insurance as is customary among prudent operators for similar businesses under comparable circumstances, with the District to be named among the insured. Such policy or policies shall contain provisions that they will not be canceled or the provisions altered before thirty (30) days' written notice is given to the

County and the District by the Insurance Company.

20. Use of Water by the County. The District shall furnish to the County untreated water at the prevailing irrigation rate, pursuant to terms and conditions established by the District, for the watering of lawns, trees, shrubs and other recreation uses on the recreation area. Reports of the total water used each preceding year shall be furnished to the District on or before February 1 of each year. The District does not warrant the quality of such water. The County hereby expressly relieves and releases the District and their respective officers, agents, and employees from any liability or responsibility whatsoever for the quality, composition, or content of the water diverted by the County or for any lack of fitness of such water for any use thereof by the County or other users thereof.

21. Water Pollution Control.

(a) In the use of the recreation area and any contiguous land utilized in combination or conjunction with the recreation area, there shall not be discharged, disposed of, or permitted to escape, any water, sewage, sewage effluent, waste of any kind, or materials of any kind, either separately or in combination, in any place or manner, which might result in contamination or pollution of the terminal reservoir or any surface or underground stream or flow of water or other body of water either within or outside of the recreation area.

(b) The County shall promptly install and diligently operate such facilities as may be necessary to control the storage

or disposition of water, sewage, sewage effluent, waste of any kind, and other materials in order to comply with the provisions of Subarticle (a) above.

(c) The County shall promptly take all such reasonable precautions, including the installation of such control facilities as may be directed by the District; Provided, That nothing contained in this subarticle shall relieve the County of its obligations under Subarticles 21(a), (b), and (d) hereof without further notice from the District.

(d) In addition to the obligations to comply with the provisions of Subarticles (a), (b), and (c) above, the County shall comply fully with all applicable Federal law, orders, and regulations and the laws and regulations of the State of California, all as administered by appropriate authorities concerning the pollution of streams, canals, reservoirs, ground water or water courses, with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

## 22. Miscellaneous Conditions.

(a) The County shall cause the recreation area to be protected from erosion, and the vegetation and improvements thereon from fire and shall, at its own expense, do such reasonable things as may be directed by the District to prevent and control soil erosion caused by any improvements or use of the premises.

(b) No structures shall be built over existing irrigation system canals or laterals or flood control facilities without the approval of the District.

(c) The District assumes no responsibility for damages to property or injuries to persons which may arise from, or be incident to, the use and occupation of the recreation area, or damages to property, or injuries or death to the person of the County's officers, agents, contractors, or employees, or the officers, agents, contractors, or employees of any of the County's permittees, licensees, or others who may be on said recreation area at their invitation or the invitation of any one of them, arising from, or incident to, the regulations, storage, routing, and discharging of water within or through the reservoir, including flooding where applicable, or arising from or incident to any other activity of the United States and the District, their officers, agents, employees, successors, and assigns. The County hereby waives and releases any claim against the District, their officers, agents, employees, successors, and assigns, for any and all such damage or injuries, and hereby agrees to hold the United States and the District harmless against any and all such damages which directly or indirectly may accrue or result from occupation of the land by the County or any operations thereon.

(d) The District shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said County, its licensees, permittees, or contractors, which may be constructed upon the recreation area, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the recreation area or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said



premises, whether belonging to the County or others, and whether such loss, injury, or damage results from fire or other cause.

(e) The land hereunder shall be used only for the purposes as stated in this lease and agreement and the abandonment, cessation, or change in said use shall be grounds for the cancellation of this lease and agreement upon written notice to that effect by the District.

(f) The County shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission any persons may be endangered or injured by use of the recreation area.

(g) County shall comply with all applicable Federal, State, and local laws and regulations now or hereafter promulgated.

(h) Nothing herein shall be construed or interpreted as authorizing the County, its agents or employees, to act as agent or representative for or on behalf of the District, or to incur any obligation of any kind on behalf of the District.

(i) The County shall permit free and ready access to the recreation area by the public, consistent with its administration thereof. However, such requirement will not prevent the County from making a charge for use of the designated recreation area as provided in Article 17.

(j) County shall post all areas set aside or developed for swimming purposes, advising the public that they swim at their own risk when lifeguards are not present.

(k) No private residential use of the premises other than management and administrative housing shall be allowed by the County.

23. Transfer of Agreement. No interest herein shall be transferred or assigned by the County to any other party without the written approval of the District.

24. Termination of Agreement. This lease and agreement shall terminate and all rights of County hereunder shall cease, and the County shall quietly and peaceably deliver to the United States possession of the recreation area in substantially the same condition as when taken, reasonable wear and damage by the elements and circumstances over which the County has no control excepted:

(a) At the expiration of the term as provided by Article 9 herein; or

(b) At any time during the term hereof at the election of the County by the giving of written notice to the District at least six (6) months prior to the effective date of such termination; or

(c) Upon the failure of the County to observe any of the conditions, exceptions, or reservations set out in this lease and agreement, the District shall give written notice to the County of the obligations that are in default or the provisions of this lease and agreement that have been violated and the County shall have ninety (90) days in which to correct the default or violation. Unless the County shall, in the opinion of the District, have corrected such default or violation, this lease and agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided.



Upon termination of this lease and agreement, the County shall have the right to remove from the recreation area any property it may have affixed thereto or installed thereon during the term hereof except facilities that have been installed through the expenditure of funds accumulated from fees assessed against public users.

Upon termination of this lease and agreement, the latter facilities shall be and become the property of the District. In the event of the failure of the County to remove any of its property from the recreation area within one hundred eighty (180) days after the date of termination of this lease and agreement, the said property shall become and remain the property of the District, and title thereto shall pass to the District, or the District may, at its option, perform such work as may be required to remove said property and restore the premises to their original condition and bill the County for the actual cost thereof. The County shall pay the amount of any such bill within ninety (90) days after the same is mailed to it at the post office address stated herein.

25. Notices.

(a) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the District shall be deemed properly given or made if delivered, or mailed postage prepaid to the Coachella Valley County Water District, P. O. Box 1058, Coachella, California 92236.

(b) Any notice, demand, or request required or authorized by this agreement shall be deemed properly given or made if delivered, or mailed postage prepaid to Parks Department, County of Riverside, 3865 Orange Street, Riverside, California 92501.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

COACHELLA VALLEY COUNTY WATER DISTRICT

By Dean Kennedy  
President

By Paul D. [Signature]  
Secretary

COUNTY OF RIVERSIDE, BOARD OF SUPERVISORS,

ATTEST:

DONALD D. SULLIVAN, Clerk

By [Signature]  
Deputy

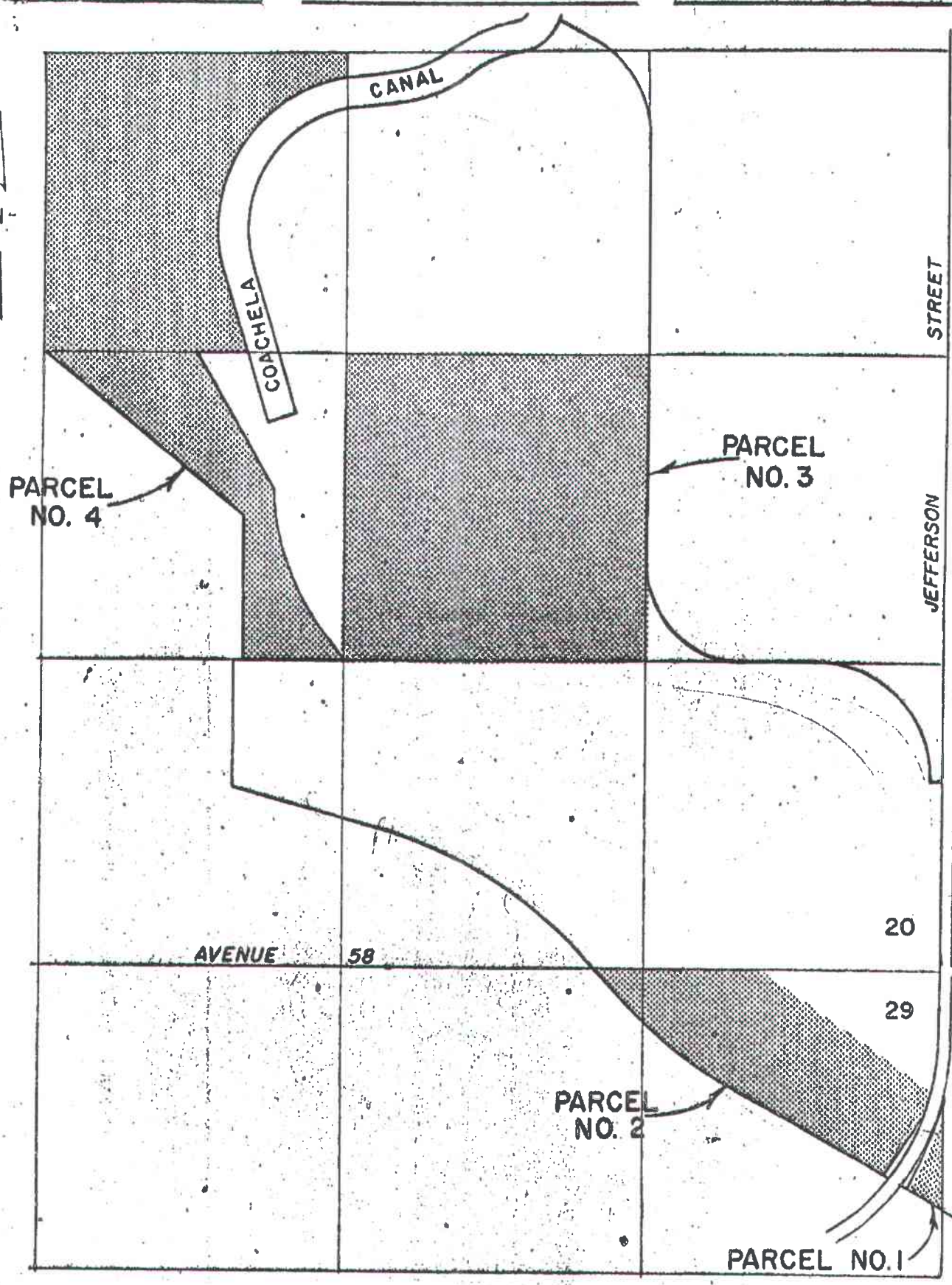
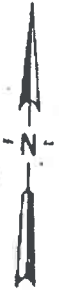
[Signature]  
CHAIRMAN OF THE BOARD OF SUPERVISORS

FORM APPROVED

MAR 17 1971

RAY T. SULLIVAN, JR.  
COUNTY COUNSEL





PORTION OF SECTIONS 20 & 29,  
T.6S., R.7E., S.B.B.&M.

 C.V.C.W.D. LAND

DRAWING NO. A-105

Parcel No. 1

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 575.00 feet to the true point of beginning,

Thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 420.12 feet to the North right of way line of Dike No. 2.

Thence continuing along said right of way line Northwesterly along the arc of a curve, concave to the left, having a radius of 2090.00 feet, through the control of  $04^{\circ} 38' 30''$ , a distance of 169.31 feet;

Thence North  $62^{\circ} 35' 53''$  West along the said right of way line, a distance of 6.99 feet to a point of a curve;

Thence Northeasterly along the arc of a curve, concave to the left, having a radius of 1000.00 feet, through the central angle of  $21^{\circ} 13' 28''$ , a distance of 370.44 feet to a point on the East line of said Section 29, said to be the point of beginning.

Parcel No. 2

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence North  $89^{\circ} 57' 53''$  West along the North line of said Section 29, a distance of 884.09 feet to the true point of beginning;

Thence South  $57^{\circ} 05' 27''$  East, a distance of 977.31 feet to a point and curvature on the West right of way line of Jefferson Street;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius 970.00 feet, through a central angle of  $5^{\circ} 56' 55''$ , a distance of 100.71 feet;

EXHIBIT "A"

Thence South  $31^{\circ}59'02''$  West, 280.20 feet to a point on the North right of way line of Dike No. 2 as shown on Bureau of Reclamation drawing number 212-300-420 dated July 8, 1965;

Thence North  $62^{\circ}35'53''$  West, a distance of 738.24 feet along said right of way line to a point of curvature;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius of 1910.00 feet, through a central angle of  $19^{\circ}07'30''$ , a distance of 637.55 feet;

Thence North  $43^{\circ}28'23''$  West along said right of way line, a distance of 195.07 feet to a point on the North line of said Section 29;

The South  $89^{\circ}57'53''$  East a distance of 687.44 feet along said North line to the true point of beginning.

#### Parcel No. 3

A parcel of land described as follows:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, County of Riverside, State of California, containing 40.16 acres of land, more or less.

#### Parcel No. 4

A parcel of land in the West half of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter, thence South  $00^{\circ}07'37''$  West a distance of 48.69 feet along East line of said quarter to a point of a curve on the Westerly right of way line of the Coachella Canal;

Thence continuing along said right of way line, along the arc of a curve concave to the left, having a radius of 652.96 feet, through a central angle of  $103^{\circ}04'36''$ , a distance of 1182.57 feet to a point of tangency;

Thence South  $16^{\circ}59'05''$  East along said right of way line a distance of 355.68 feet to a point, 453.98 feet West of the center quarter corner on the East-West midsection line of said Section 20;



YAO-7100  
2.2.3.19

VIA FEDERAL EXPRESS

Mrs. Kyla Brown  
Parks Director/General Manager  
County of Riverside  
Regional Park and  
Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

Mr. Mark Lancaster  
Director of Transportation  
County of Riverside  
Transportation and Land  
Management Agency  
Transportation Department  
4080 Lemon Street  
Riverside, CA 92502-1629

Subject: County of Riverside (County) – Term Extensions – Contract No. 14-06-300-2215, Lease and Agreement Between the United States and the County of Riverside, California, for Use of Land and Development and Administration of Recreation at the Terminal Reservoir Adjacent to the Coachella Canal (Lease) – Contract No. 14-06-300-2206, Agreement and License for County Highway Facilities (Contract) – Boulder Canyon Project, All-American Canal System, Coachella Division, California (County Letters Dated July 8, 2020, October 13, 2020, and November 30, 2020)

Dear Mrs. Brown and Mr. Lancaster:

As you know, our respective agencies have been in communication regarding the expiration and extension of the subject Lease and Contract since June 2020, which has included:

- June 17, 2020 conference call among the Bureau of Reclamation, Riverside County Regional Park and Open-Space District (RivCo Parks), and the Coachella Valley Water District (CVWD) to discuss the then impending expiration of the Lease and Contract.
- July 8, 2020 letter from RivCo Parks to Reclamation and CVWD regarding the intent to cease operation of the Lake Cahuilla Veterans Regional Park (Park) and request to extend the subject Lease to March 22, 2021 and use of the Park entry road.

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

MAR 23 2021 3:12 PM 13.1



- August 21, 2020 letter from Reclamation to the County regarding the approaching expiration of the Contract.
- October 13, 2020 letter from the County to Reclamation requesting an extension to the Contract.
- October 15, 2020 electronic mail from Reclamation to RivCo Parks transmitting for review and comment a draft letter agreement providing for extension of the Lease to March 22, 2021 and responsibility of the road provided in the Contract.
- November 30, 2020 letter from the County to Reclamation transmitting comments on the draft letter agreement.

The County's comments on the draft letter agreement have been reviewed by our attorney-advisor with the Department of Interior's Office of the Solicitor. Since our receipt of the November 30 letter, we understand additional discussions have taken place among the County, RivCo Parks, and CVWD regarding a longer term extension to accommodate continued use of the Park and exploration of options for future management of the Park. As a result of those discussions, CVWD has developed an amendment to its lease and agreement with the County ("Lease and Agreement") providing for a one-year extension to March 22, 2022.

The subject Reclamation Lease was entered into by the County on January 11, 1971, for purposes of a public outdoor recreation area within Reclamation rights-of-way for the terminal reservoir of the Coachella Canal, which recreation area is located within portions of sections 28, 29, and 20, Township 6 South, Range 7 East, San Bernardino Meridian, California. The Lease term is for a period of 50 years and was to expire on January 11, 2021. While the County executed the Lease in 1971, the management of the lease was transferred, independent of Reclamation, to the RivCo Parks, a semi-independent Special District within the Riverside County Government system.

The subject Reclamation Contract was entered into by the County on October 19, 1970, for purposes of construction, operation, and maintenance of County highway facilities within Reclamation rights-of-way for Dike No. 2 located within portions of the NE1/4, section 29, Township 6 South, Range 7 East, San Bernardino Meridian, California. The Contract term is for a period of 50 years and was to expire on October 19, 2020. The roadway constructed under the Contract leads to the Park and the Riverside County Sheriff's Department Shooting Range in La Quinta, California.

While the County/RivCo Parks will not seek renewal of the Lease, it is now requesting an extension of the Lease term to March 22, 2022, which will coincide with the expiration of the CVWD First Amendment to Lease and Agreement. Additionally, we understand the County is also requesting an extension of the subject Contract through March 22, 2022.

Reclamation has no objections to the extension of the subject Lease and Contract through March 22, 2022, provided the following stipulations are agreed to:

1. The term of this Letter Agreement shall be October 19, 2020 through March 22, 2022.
2. The terms and conditions of the subject Lease shall remain in place through the extended term of March 22, 2022.

3. The terms and conditions of the subject Contract shall remain in place through the extended term of March 22, 2022.
4. Reclamation may, at any time and at no cost or liability to the United States, terminate this Letter Agreement in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.
5. Reclamation may, at any time and at no cost or liability to the United States, terminate this Letter Agreement if it determines that the County and/or RivCo Parks has used this Letter Agreement for any purpose other than its intended purpose.
6. The Lease, Contract, and signature-ready copy of the CVWD First Amendment to Lease and Agreement are attached hereto as Exhibits A, B, and C, respectively, and by this reference made a part hereof. Exhibit C will be replaced with a fully executed Exhibit C upon final signature.

Please sign the original and the three duplicate originals and return them to Reclamation along with a resolution(s) or duly approved motion authorizing the signatures provided. Upon signature by all parties, a fully executed duplicate original Letter Agreement will be provided for your records.

If you have any questions, please contact Ms. Cindy Flores, Manager, Water and Lands Contracts Group, at telephone No. (928) 276-2140 or via electronic mail at [cflores@usbr.gov](mailto:cflores@usbr.gov).

Sincerely,

Terri L. Thomas  
Area Manager


In Quadruplicate

**[Signatures on the following pages]**

ACCEPTANCE:

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

park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art. 3

By:   
 Chuck Washington, Chairman  
 Board of Directors


By:   
 Deputy

Dated: MAR 23 2021

APPROVED AS TO FORM:

Gregory P. Priamos  
 County Counsel

ATTEST:  
 Kecia Harper  
 Clerk of the Board

By:   
 Kristine Bell-Valdez  
 Supervising Deputy County Counsel

**RIVERSIDE COUNTY**

By:   
 Karen Spiegel, Chairman  
 Board of Supervisors

By:   
 Deputy

Dated: MAR 23 2021

APPROVED AS TO FORM:

Gregory P. Priamos  
 County Counsel

ATTEST:  
 Kecia Harper  
 Clerk of the Board

By:   
 Wesley Stanfield  
 Deputy County Counsel

CONCURRENCE:

**COACHELLA VALLEY WATER  
 DISTRICT**

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

Title: \_\_\_\_\_

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

cc: Mr. James Barrett  
General Manager  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

Ms. Carrie Oliphant  
Director of Engineering  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

Ms. Chris Bogan  
Right-of-Way Supervisor  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236

bc: YAO-7001; Chron Files (w/o encl to ea); YAO-7100 (CFlores); YAO-7120 (APinnell);  
YAO-7120 (Casefile/LRodriguez) (w/copy of encl to ea)

3-22-71  
Executed

LEASE AND AGREEMENT BETWEEN THE COACHELLA VALLEY COUNTY  
WATER DISTRICT AND THE COUNTY OF RIVERSIDE, CALIFORNIA,  
FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF  
RECREATION AT LAKE CAHUILLA ADJACENT TO THE  
COACHELLA CANAL, INDIO, CALIFORNIA

1. THIS LEASE AND AGREEMENT, made this 22<sup>nd</sup> day of  
March, 1971, between the COACHELLA VALLEY COUNTY  
WATER DISTRICT, hereinafter referred to as "District," and the  
COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as the  
"County."

WITNESSETH:

2. WHEREAS, the United States has constructed a facility  
within the Coachella Division of the All-American Canal System,  
known as the Lake Cahuilla located on land owned by it and the  
District in Riverside County, California, which is operated and  
maintained by the District in connection with the Coachella  
Division, All-American Canal System of the Bureau of Reclamation,  
a Federal Reclamation Project; and

3. WHEREAS, the County by a Lease And Agreement between  
it and the United States of America acting by and through the  
Bureau of Reclamation Region 3 has leased certain lands owned by  
the United States upon which there has been constructed a facility  
known as Lake Cahuilla and adjacent and appurtenant facilities for  
maintenance and operation by the County as a public outdoor  
recreation area; and

4. WHEREAS, the District owns certain lands which are a  
part of Lake Cahuilla and adjacent and appurtenant facilities and  
lands; and

5. WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County desires to use the hereinafter-described land, which heretofore was withdrawn or acquired by the District in relation to the construction of Lake Cahuilla and which land also have public use values for recreation, fish and wildlife, and related purposes; and

6. WHEREAS, the District, and the County are desirous that recreation facilities be developed at and adjacent to Lake Cahuilla to be administered, operated, and maintained by the County; and

7. WHEREAS, this lease and agreement will not be incompatible with the primary purposes for which said land is being administered;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

8. Description of Land. Subject to the terms, conditions, exceptions, and reservations hereinafter set forth, the District leases the hereinafter-described land to County and agrees to the County's administering said land as a public outdoor recreational area, hereinafter called "recreation area," located in Riverside County, State of California, as shown on Drawing No. A-105 attached hereto and by reference made a part hereof. The description of the land covered by this lease and agreement is as set forth on Exhibit "A" hereto.

The District has heretofore filed an action in eminent domain being the case of Coachella Valley County Water District v.



Swigart, et al, Riverside Superior Court No. Indio 11772 wherein the District is condemning for purposes of the Lake Cahuilla development 5.79 acres. This land being so condemned constitutes a portion of the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian. If and when the District ever acquires title to said 5.79 acres, it shall automatically be included as part of the District lands being leased herein to the County subject to the same terms and conditions as set forth herein.

If and when the District ever acquires the fee title to any of the lands heretofore leased by the United States to the County under the Lease And Agreement under date of January 11, \_\_\_\_\_, 1971, heretofore referred to such lands shall then automatically be likewise included as District lands leased to the County pursuant to the terms and provisions of this lease and agreement.

9. Exceptions and Reservations. There are excepted and reserved from the District lands described in Exhibit "A" the following:

- (a) All rights-of-way which the District may hereafter grant for highways and roads, railroads, flood control, flowage area, irrigation works, pipelines, telephone and electric powerlines, and substation sites, or for other purposes authorized by law; Provided, however, That prior to the grant of any such rights-of-way, the District will consult and cooperate with the County for the purpose of

eliminating or minimizing conflict with improvements and operations of the County to the extent consistent with the best interests of the District, as determined by the General Manager/Chief Engineer, whose judgment shall be final.

(b) The rights of the District, its officers, agents, employees, successors, and assigns, to close or otherwise restrict public access at any time to the recreation area, or any portion of the leased premises, in the event of a national emergency, or whenever the District determines that such closure is necessary in the interest of project operations, public safety, or national security.

(c) The rights of the District, its officers, agents, employees, successors, and assigns to draw down and fill or to vary water levels in Lake Cahuilla, and to flood and seep the recreation area without any liability for damage to any improvements of the County or its permittees, licensees, or contractors.

(d) The rights of the District, its officers, agents, employees, successors, and assigns, at all proper times and places, freely to have ingress to, passage over, and egress from all of said land and Lake Cahuilla, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article and otherwise carrying out the operations of the District.

- (e) The right of the District to enter upon the recreation area for the purpose of removing unauthorized structures, facilities, and other improvements.

10. Irrigation Use Paramount. Recreation and wildlife uses of Lake Cahuilla are subordinate to the rights of the United States and the District relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between the United States and the District, dated October 15, 1934, No. Ilr-781, as amended, and supplemented by contract, dated December 22, 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, some of the premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by the United States or the District to be necessary in connection with the construction, operation, or maintenance of Lake Cahuilla and appurtenant facilities situated thereon and thereat. The District's normal operation of Lake Cahuilla will require a drawdown of the water level in the lake during the weekdays and a filling of the lake on weekends. However, the water level may be fluctuated at any time by the District or the United States, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Project operations without notice or any liability

whatsoever. Further, no liability shall ensue to the District or the United States by reason of any changes in water levels due to floods or for any other reason.

11. Term of Agreement. The term of this lease and agreement shall be a period of fifty (50) years commencing on the date hereof unless sooner terminated as hereinafter provided.

12. Possession. The District is not and shall not at any time be obligated to place or maintain the County or any of its permittees, licensees, or contractors in actual possession of the recreation area or any part thereof. None of the obligations of the County hereunder, nor any of the rights of the District hereunder shall be affected by the inability for any reason of the County or any of its permittees, licensees, or contractors to obtain or retain possession of the recreation area or any part thereof. The County hereby expressly waives any rights to require the District to secure to the County or any of its permittees, licensees, or contractors the quiet possession of any of the recreation area.

13. General Development Plan. The County shall furnish the District, within ninety (90) days of the execution of this Agreement, a general development plan for the recreation area and other lands included in the general park area including the lands leased by the County from the United States pursuant to the Lease and Agreement of January 11, 1971, with accompanying maps showing location of existing and proposed roads, trails, parking and picnic areas, swimming beaches, boat ramps, buildings, and other developments.



Any changes in the plan shall be covered by amendments which also must be furnished to said District. The general development plan and any amendments of the plan will require the approval of the District before construction of improvements is initiated. The work contemplated hereunder shall be subject to inspection and approval of the District. In the administration and development of recreation at the terminal reservoir, the County and all parties acting under it shall follow the general development plan. All developments will be compatible with existing features.

14. Use of Recreation Area. The County shall construct, operate, and maintain on the recreation area and the other leased lands as part of the general park in accordance with the approved general development plan, roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreation uses. The County shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the recreation area and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the recreation area as are necessary and desirable to protect the health and safety of persons using the area, and for the preservation of law and order in the interest of public safety. The County shall not engage in or permit any activity within the recreation area or allow any omission therein which will interfere

with the safety, protection, and operation of the reservoirs for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of Lateral System 123.45 or Dikes 2 and 4 and future connecting pipes and structures.

15. Concessions. The County may issue and administer concessions and other agreements, licenses, and permits to persons, corporations, or associations for the purpose of making available services and facilities for the use and convenience of the visiting public and for the purpose of regulating the privileges granted. All such agreements, licenses, and permits shall be submitted to the District for review and approval before issuance; Provided, That such agreements, licenses, and permits shall be expressly made subject to all terms, conditions, exceptions, and reservations in this agreement. Said instruments shall recognize the primary purposes of the Coachella Division, All-American Canal System, and include releases to and for the District and the United States, their successors, assigns, officers, agents, and employees for and on account of the construction and operation and maintenance of Project works including, but not limited to, Lake Cahuilla and its inlet and outlet works. No license, concession, or other agreement or permit granted by the County shall transfer any rights in the land, and the rights given to the County to grant such licenses, concessions, and permits shall not be construed as rights to grant an interest in the land. The term of any license, permit, or contract granted or made by the Contractor shall not extend beyond the life of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for



public utility rights-of-way, grazing or agricultural uses, or for removal of materials or minerals.

16. Transfer of Concessioner's Interest. If any concessioner shall fail to perform under the terms of his license, permit, or agreement and thus subject his license, permit, or agreement to cancellation, or if he should cease to be authorized to conduct the operation provided for in his concession contract, and the County and the District determine that such operations are to be conducted by a successor, then:

- (a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor approved by the District, and the County; and
- (b) Such successor will be required, as a condition to the granting of a license, permit, or agreement to conduct such operations, to purchase such interest from the concessioner, and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility, or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for an item or items, such

amount will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the prospective purchaser shall each name one of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If during the term of this lease and agreement, any concessioner shall cease to be authorized to conduct the operations provided for in his concession agreement for any reason other than termination of his agreement by direct action of the County, and the County determines with the concurrence of the District, that such operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to his successor shall be controlled by the provisions of his concession agreement, with respect to which the District shall have no financial or other obligation whatsoever, except where the District is such successor.

17. Fees and Charges. The County may levy entry fees to the reservoir recreation area consistent with its investment in and its administrative responsibility for the area. It may also make reasonable charges or permit its authorized licensees, permittees, and concessioners to make such charges for the use of facilities within said area. (The schedule of such entry and user

fees will be submitted to and approved in writing by the District.

18. Use of Revenues to Meet Costs. The County shall retain and expend only for the administration, development in accordance with the general development plan, and maintenance of the Coachella terminal reservoir recreation area as described herein, all receipts from licenses, permits, or contracts which it is authorized to issue or administer, and receipts from entry to and user fees within the reservoir area. The County shall accumulate in a special fund the excess of revenues over operation and maintenance expenditures, and all such funds will be expended for the development of recreational facilities in accordance with the general development plan for the entire park area. The County shall furnish to the District, not later than March 31 of each year, a report of all receipts, expenditures for operation, maintenance, and the development of facilities. The County shall maintain such accounting records as are necessary to satisfy the requirements of this lease and agreement and make them available for inspection by the Bureau of Reclamation and the District upon request.

19. Liability of Contractors, Licensees, and Permittees. The County shall require all contractors, licensees, permittees, and concessioners to carry such public liability, property damage, and products insurance as is customary among prudent operators for similar businesses under comparable circumstances, with the District to be named among the insured. Such policy or policies shall contain provisions that they will not be canceled or the provisions altered before thirty (30) days' written notice is given to the

County and the District by the Insurance Company.

20. Use of Water by the County. The District shall furnish to the County untreated water at the prevailing irrigation rate, pursuant to terms and conditions established by the District, for the watering of lawns, trees, shrubs and other recreation uses on the recreation area. Reports of the total water used each preceding year shall be furnished to the District on or before February 1 of each year. The District does not warrant the quality of such water. The County hereby expressly relieves and releases the District and their respective officers, agents, and employees from any liability or responsibility whatsoever for the quality, composition, or content of the water diverted by the County or for any lack of fitness of such water for any use thereof by the County or other users thereof.

21. Water Pollution Control.

(a) In the use of the recreation area and any contiguous land utilized in combination or conjunction with the recreation area, there shall not be discharged, disposed of, or permitted to escape, any water, sewage, sewage effluent, waste of any kind, or materials of any kind, either separately or in combination, in any place or manner, which might result in contamination or pollution of the terminal reservoir or any surface or underground stream or flow of water or other body of water either within or outside of the recreation area.

(b) The County shall promptly install and diligently operate such facilities as may be necessary to control the storage



or disposition of water, sewage, sewage effluent, waste of any kind, and other materials in order to comply with the provisions of Subarticle (a) above.

(c) The County shall promptly take all such reasonable precautions, including the installation of such control facilities as may be directed by the District; Provided, That nothing contained in this subarticle shall relieve the County of its obligations under Subarticles 21(a), (b), and (d) hereof without further notice from the District.

(d) In addition to the obligations to comply with the provisions of Subarticles (a), (b), and (c) above, the County shall comply fully with all applicable Federal law, orders, and regulations and the laws and regulations of the State of California, all as administered by appropriate authorities concerning the pollution of streams, canals, reservoirs, ground water or water courses, with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

## 22. Miscellaneous Conditions.

(a) The County shall cause the recreation area to be protected from erosion, and the vegetation and improvements thereon from fire and shall, at its own expense, do such reasonable things as may be directed by the District to prevent and control soil erosion caused by any improvements or use of the premises.

(b) No structures shall be built over existing irrigation system canals or laterals or flood control facilities without the approval of the District.



(c) The District assumes no responsibility for damages to property or injuries to persons which may arise from, or be incident to, the use and occupation of the recreation area, or damages to property, or injuries or death to the person of the County's officers, agents, contractors, or employees, or the officers, agents, contractors, or employees of any of the County's permittees, licensees, or others who may be on said recreation area at their invitation or the invitation of any one of them, arising from, or incident to, the regulations, storage, routing, and discharging of water within or through the reservoir, including flooding where applicable, or arising from or incident to any other activity of the United States and the District, their officers, agents, employees, successors, and assigns. The County hereby waives and releases any claim against the District, their officers, agents, employees, successors, and assigns, for any and all such damage or injuries, and hereby agrees to hold the United States and the District harmless against any and all such damages which directly or indirectly may accrue or result from occupation of the land by the County or any operations thereon.

(d) The District shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said County, its licensees, permittees, or contractors, which may be constructed upon the recreation area, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the recreation area or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said

premises, whether belonging to the County or others, and whether such loss, injury, or damage results from fire or other cause.

(e) The land hereunder shall be used only for the purposes as stated in this lease and agreement and the abandonment, cessation, or change in said use shall be grounds for the cancellation of this lease and agreement upon written notice to that effect by the District.

(f) The County shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission any persons may be endangered or injured by use of the recreation area.

(g) County shall comply with all applicable Federal, State, and local laws and regulations now or hereafter promulgated.

(h) Nothing herein shall be construed or interpreted as authorizing the County, its agents or employees, to act as agent or representative for or on behalf of the District, or to incur any obligation of any kind on behalf of the District.

(i) The County shall permit free and ready access to the recreation area by the public, consistent with its administration thereof. However, such requirement will not prevent the County from making a charge for use of the designated recreation area as provided in Article 17.

(j) County shall post all areas set aside or developed for swimming purposes, advising the public that they swim at their own risk when lifeguards are not present.

(k) No private residential use of the premises other than management and administrative housing shall be allowed by the County.

23. Transfer of Agreement. No interest herein shall be transferred or assigned by the County to any other party without the written approval of the District.

24. Termination of Agreement. This lease and agreement shall terminate and all rights of County hereunder shall cease, and the County shall quietly and peaceably deliver to the United States possession of the recreation area in substantially the same condition as when taken, reasonable wear and damage by the elements and circumstances over which the County has no control excepted:

(a) At the expiration of the term as provided by Article 9 herein; or

(b) At any time during the term hereof at the election of the County by the giving of written notice to the District at least six (6) months prior to the effective date of such termination; or

(c) Upon the failure of the County to observe any of the conditions, exceptions, or reservations set out in this lease and agreement, the District shall give written notice to the County of the obligations that are in default or the provisions of this lease and agreement that have been violated and the County shall have ninety (90) days in which to correct the default or violation. Unless the County shall, in the opinion of the District, have corrected such default or violation, this lease and agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided.

Upon termination of this lease and agreement, the County shall have the right to remove from the recreation area any property it may have affixed thereto or installed thereon during the term hereof except facilities that have been installed through the expenditure of funds accumulated from fees assessed against public users.

Upon termination of this lease and agreement, the latter facilities shall be and become the property of the District. In the event of the failure of the County to remove any of its property from the recreation area within one hundred eighty (180) days after the date of termination of this lease and agreement, the said property shall become and remain the property of the District, and title thereto shall pass to the District, or the District may, at its option, perform such work as may be required to remove said property and restore the premises to their original condition and bill the County for the actual cost thereof. The County shall pay the amount of any such bill within ninety (90) days after the same is mailed to it at the post office address stated herein.

25. Notices.

(a) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the District shall be deemed properly given or made if delivered, or mailed postage prepaid to the Coachella Valley County Water District, P. O. Box 1058, Coachella, California 92236.

(b) Any notice, demand, or request required or authorized by this agreement shall be deemed properly given or made if delivered, or mailed postage prepaid to Parks Department, County of Riverside, 3865 Orange Street, Riverside, California 92501.



(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

COACHELLA VALLEY COUNTY WATER DISTRICT

By Leon Kennedy  
President

By Don Douglas  
Secretary

COUNTY OF RIVERSIDE, BOARD OF SUPERVISORS,

ATTEST:

DONALD D. SULLIVAN, Clerk

By James Hughes  
Deputy

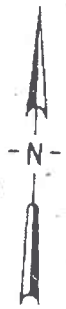
A. A. Mendenhall  
CHAIRMAN OF THE BOARD OF SUPERVISORS

FORM APPROVED

MAR 17 1971

R.T.S.  
RAY T. SULLIVAN, JR.  
COUNTY COUNSEL





PARCEL  
NO. 4

COACHELA

CANAL

PARCEL  
NO. 3

STREET

JEFFERSON

AVENUE

58

20

21

29

28

PARCEL  
NO. 2

PARCEL NO. 1



C.V.C.W.D. LAND

PORTION OF SECTIONS 20 & 29,  
T.6 S., R.7 E., S.B.B. & M.

Parcel No. 1

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 575.00 feet to the true point of beginning;

Thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 420.12 feet to the North right of way line of Dike No. 2.

Thence continuing along said right of way line Northwesterly along the arc of a curve, concave to the left, having a radius of 2090.00 feet, through the control of  $04^{\circ} 38' 30''$ , a distance of 169.31 feet;

Thence North  $62^{\circ} 35' 53''$  West along the said right of way line, a distance of 6.99 feet to a point of a curve;

Thence Northeasterly along the arc of a curve, concave to the left, having a radius of 1000.00 feet, through the central angle of  $21^{\circ} 13' 28''$ , a distance of 370.44 feet to a point on the East line of said Section 29, said to be the point of beginning.

Parcel No. 2

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence North  $89^{\circ} 57' 53''$  West along the North line of said Section 29, a distance of 884.09 feet to the true point of beginning;

Thence South  $57^{\circ} 05' 27''$  East, a distance of 977.31 feet to a point and curvature on the West right of way line of Jefferson Street;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius 970.00 feet, through a central angle of  $5^{\circ} 56' 55''$ , a distance of 100.71 feet;

Thence South  $31^{\circ}59'02''$  West, 280.20 feet to a point on the North right of way line of Dike No. 2 as shown on Bureau of Reclamation drawing number 212-300-420 dated July 8, 1965;

Thence North  $62^{\circ}35'53''$  West, a distance of 738.24 feet along said right of way line to a point of curvature;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius of 1910.00 feet, through a central angle of  $19^{\circ}07'30''$ , a distance of 637.55 feet;

Thence North  $43^{\circ}28'23''$  West along said right of way line, a distance of 195.07 feet to a point on the North line of said Section 29;

The South  $89^{\circ}57'53''$  East a distance of 687.44 feet along said North line to the true point of beginning.

#### Parcel No. 3

A parcel of land described as follows:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, County of Riverside, State of California, containing 40.16 acres of land, more or less.

#### Parcel No. 4

A parcel of land in the West half of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter, thence South  $00^{\circ}07'37''$  West a distance of 48.69 feet along East line of said quarter to a point of a curve on the Westerly right of way line of the Coachella Canal;

Thence continuing along said right of way line, along the arc of a curve concave to the left, having a radius of 652.96 feet, through a central angle of  $103^{\circ}04'36''$ , a distance of 1182.57 feet to a point of tangency;

Thence South  $16^{\circ}59'05''$  East along said right of way line a distance of 355.68 feet to a point, 453.98 feet West of the center quarter corner on the East-West midsection line of said Section 20;

Thence North  $89^{\circ}50'43''$  West along the East-West midsection line of said Section 20, a distance of 225.20 feet;

Thence South  $30^{\circ}59'20''$  East, a distance of 708.43 feet to a point of a curve;

Thence along the arc of the curve, concave to the left, having a radius of 1060.00 feet, through a central angle of  $38^{\circ}00'35''$ , a distance of 703.02 feet to a point of tangency;

Thence South  $41^{\circ}01'50''$  East, a distance of 100.00 feet;

Thence North  $89^{\circ}53'43''$  West, a distance of 459.21 feet;

Thence North  $00^{\circ}16'17''$  East, a distance of 610.56 feet;

Thence North  $50^{\circ}34'30''$  West, a distance of 1131.34 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 20;

Thence North along the West line of said Southeast quarter of the Northeast quarter to the Northwest corner thereof;

Thence East along the North line of said Southeast quarter of the Northeast quarter to the Northeast corner said to be the point of beginning.

A portion of this parcel is subject to a Lease to the Coachella Valley Park and Recreation District and is leased herein to the County subject to pre-existing lease.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

ALL-AMERICAN CANAL SYSTEM

Agreement and License for County Highway Facilities

1. THIS AGREEMENT, made as of this 19<sup>th</sup> day of October, 19 70, pursuant to the Act of Congress approved August 4, 1939 (53 Stat. 1187), as amended, between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this agreement, hereinafter referred to as the "Contracting Officer," and the COUNTY OF RIVERSIDE, State of California, hereinafter referred to as "County."

WITNESSETH:

2. WHEREAS, the United States is the owner of the hereinafter-described land upon which are located works of the United States commonly known as Dike No. 2, which is maintained by the Coachella Valley County Water District, hereinafter referred to as "District"; and

3. WHEREAS, the County desires a license from the United States for the construction, operation, and maintenance by the County of certain highway facilities on said land and within the right-of-way for said Dike No. 2; and

4. WHEREAS, the District has advised the United States that the construction, operation, and maintenance by the County of such



highway facilities, subject to the terms and conditions hereinafter set forth, will not interfere with the operation and maintenance of the said Dike No. 2 or the appurtenant facilities and that it recommends that the United States consent to the construction, operation, and maintenance of the said highway facilities of the County subject to the terms and conditions hereinafter set forth; and

5. WHEREAS, the granting of such a license by the United States to the County will not be incompatible with the purposes for which the said Dike No. 2, and the said right-of-way of the United States therefor are being utilized;

6. NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

7. Subject to the terms and conditions hereinafter set forth and the rights and interests of third parties, the United States does hereby grant to the County a license for the construction, operation, and maintenance at the County's sole expense of highway facilities within, over, and across its land in Section 29, Township 6 South, Range 7 East, SBM, California, at the locations shown on Riverside County Road Department plan for construction of County Highway, "Right of Way Map, 58th. Avenue - Realignment," Work Order 105-002, Sheet 1 of 1, dated March 6, 1970, attached hereto and by this reference made a part hereof.

8. The license granted herein by the United States shall at all times be subject to the prior right of the United States and the District to operate and maintain and from time to time to reconstruct, relocate, improve, or enlarge any works of the United States within the said roadway without liability for any damages to the highway facilities of the County, and the County hereby releases, acquits, and discharges the United States and the District, their respective officers, employees, successors, and assigns from any and all claims for liability of whatsoever nature for damages to the said highway facilities of the County arising out of the operation, maintenance, alteration, reconstruction, and/or improvements of the said works of the United States.

9. The said highway facilities of the County shall be constructed, operated, and maintained in a workmanlike manner so as not to endanger or interfere with the proper use and operation of any of the works or property of the United States or of the District in accordance with plans and specifications approved in advance by the Contracting Officer and by the District. County will at its sole cost and expense keep that portion of the said right-of-way utilized by the County for highway purposes free from spoils resulting from construction, operation, and maintenance, and free from other conditions which might present a hazard to persons or property in the operation and maintenance of the said Dike No. 2.

10. County shall reimburse the United States for any injury or damage to works or property of the United States and the District arising out of the construction, operation, and maintenance of the County's highway facilities pursuant to the license contained herein, and shall promptly pay any bills rendered therefor. To the extent legally permissible, the County agrees to indemnify and hold harmless the United States and the District, their respective officers, employees, successors, and assigns from any and all claims for injury to or death of persons or damage to property arising out of the construction, operation, and/or maintenance of the County's facilities pursuant to the consent contained herein including, but not limited to, claims arising out of the flooding of County's highway facilities with the above-described land.

11. The term of this license should be a period of fifty (50) years commencing on the date hereof; Provided, That the license may be terminated at any time by either party hereto upon one year's written notice to the other party.

12. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, including the successors and assigns of the United States in the ownership of the said Coachella Canal and appurtenant facilities.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

14. The County warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or in its discretion to require the County to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. During the performance of this contract, the County, hereinafter referred to as the Contractor, agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or

national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.



(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By *J. B. Warrick*  
ACTING Regional Director, Region 3  
Bureau of Reclamation

COUNTY OF RIVERSIDE

*Raymond T. Seeley*  
~~Raymond T. Seeley, Chairman~~  
Paul J. Anderson, Vice Chairman  
Board of Supervisors

ATTEST: Donald D. Sullivan, Clerk

By: *G. Anderson*  
Deputy

FORM APPROVED

OCT - 1970

*Ray*  
RAY T. SULLIVAN, JR.  
COUNTY COUNSEL

RESOLUTION

12 BE IT RESOLVED by the Board of Supervisors of the County of Riverside,  
State of California, in regular session assembled on October 19, 1970,  
Vice  
that the/Chairman of this Board is authorized and directed to execute on behalf  
of said County of Riverside the Agreement & License dated October 19, 1970  
between said County and U. S. Department of the Interior, Bureau of  
Reclamation  
providing for: Right of Way to realign 58th. Avenue and Jefferson  
Street.

Roll Call resulted as follows:

Ayes: Supervisors Jones, Anderson, Davis, McCall & Seeley.

Noes: None.

Absent: None.

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

DONALD D. SULLIVAN, Clerk of said Board

By J. Andrews Deputy

(SEAL)





## EXHIBIT C

### FIRST AMENDMENT TO LEASE AND AGREEMENT

BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND THE COUNTY OF RIVERSIDE FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF RECREATION AT LAKE CAHUILLA ADJACENT TO THE COACHELLA CANAL

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT ("Amendment") is entered into as of March \_\_\_\_, 2021 \_\_\_\_ by and between the COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, by and through the COUNTY OF RIVERSIDE ("Lessee"). CVWD and Lessee are individually referred to herein as a "Party" and collectively the "Parties"

### RECITALS

A. The United States has constructed a facility known as Lake Cahuilla on land owned by the United States and CVWD in connection with the Coachella Division of the All-American Canal System of the Department of Interior, Bureau of Reclamation ("Reclamation"), a Federal Reclamation Project. By a lease dated January 11, 1971 between Lessee and the United States ("Reclamation Lease"), CVWD administers, on behalf of Reclamation, the subject premises and additional portions of the Lake Cahuilla area owned by the United States; and

B. The Parties previously entered into that certain Lease And Agreement Between The Coachella Valley County Water District And The County of Riverside, California, For Use Of Land And Development And Administration Of Recreation At Lake Cahuilla Adjacent To The Coachella Canal, Indio, dated as of March 22, 1971 ("Lease"). A copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference. Pursuant to said Lease, Lessee operates and maintains a public outdoor recreation area within CVWD's rights-of-way adjacent to Lake Cahuilla which is the terminal reservoir of the Coachella Canal, located within portions of sections 20 and 29, Township 6 South, Range 7 East, San Bernardino Meridian, California; and

C. While the County of Riverside executed the Lease in 1971, the lease was transferred, independent of CVWD, to the Riverside County Regional Park and Open-Space District ("County Parks"), a special district within the Riverside County Government system. Since the date of the Lease, the name of CVWD has changed from the Coachella Valley County Water District to the Coachella Valley Water District; and

D. The Lease term is for a period of 50 years and will expire on March 22, 2021. The Parties desire to extend the term of the Lease through March 22, 2022 subject to the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of their mutual covenants contained herein, the Parties hereby agree as follows:

1. Term The term of the Lease is hereby extended to March 22, 2022 ("Expiration Date").

2. Terms And Conditions Of Lease The terms and conditions of the Lease, originally with the County of Riverside and now with County Parks, shall remain in place until the Expiration Date.

3. Right Of Termination In addition to all rights and obligations of the Parties under the Lease in regard to termination, CVWD may, at any time and at no cost or liability to CVWD, terminate the Lease and this Amendment in the event of any of the following:

(a) A natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(b) CVWD determines that Lessee has used this Amendment for any purpose other than its intended purpose.

4. Notices To Visitors As soon as reasonably possible after Lessee's execution of this Amendment, Lessee shall take the following actions:

(a) Install and maintain signage in locations which will make it clear that boating is prohibited.

(b) Provide every visitor to Lake Cahuilla with hard copy materials which make it clear that boating is prohibited and which explain the threat posed by quagga mussels.

5. Ratification; Miscellaneous.

(a) Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect.

(b) Lessee shall continue to be responsible for compliance with, and the extension of, the Reclamation Lease in order for the Reclamation Lease to be consistent with this Amendment including the Expiration Date.

(c) This Amendment may be executed in one or more counterparts.

(d) Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease.

(e) This Amendment shall be effective upon the last date set forth below the Parties' signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

COACHELLA VALLEY WATER DISTRICT

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

Title: \_\_\_\_\_

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

ACCEPTANCE:

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Karen Spiegel, Chair  
Board of Supervisors

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

ATTEST:  
Kecia Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Wesley Stanfield  
Deputy County Counsel

**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT.**  
park and open-space district created pursuant to  
California Public Resources Code Div.5, Ch.3,  
Art. 3

By: \_\_\_\_\_  
Chuck Washington, Chair

Board of Directors

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

ATTEST:  
Kecia Harper  
Clerk of the Board  
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

EXHIBIT "A"

LEASE

(to be attached behind this page)



LEASE AND AGREEMENT BETWEEN THE COACHELLA VALLEY COUNTY  
WATER DISTRICT AND THE COUNTY OF RIVERSIDE, CALIFORNIA,  
FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF  
RECREATION AT LAKE CAHUILLA ADJACENT TO THE  
COACHELLA CANAL, INDIO, CALIFORNIA

1. THIS LEASE AND AGREEMENT, made this 22<sup>nd</sup> day of  
March, 1971, between the COACHELLA VALLEY COUNTY  
WATER DISTRICT, hereinafter referred to as "District," and the  
COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as the  
"County."

WITNESSETH:

2. WHEREAS, the United States has constructed a facility  
within the Coachella Division of the All-American Canal System,  
known as the Lake Cahuilla located on land owned by it and the  
District in Riverside County, California, which is operated and  
maintained by the District in connection with the Coachella  
Division, All-American Canal System of the Bureau of Reclamation,  
a Federal Reclamation Project; and

3. WHEREAS, the County by a Lease And Agreement between  
it and the United States of America acting by and through the  
Bureau of Reclamation Region 3 has leased certain lands owned by  
the United States upon which there has been constructed a facility  
known as Lake Cahuilla and adjacent and appurtenant facilities for  
maintenance and operation by the County as a public outdoor  
recreation area; and

4. WHEREAS, the District owns certain lands which are a  
part of Lake Cahuilla and adjacent and appurtenant facilities and  
lands; and

5. WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County desires to use the hereinafter-described land, which heretofore was withdrawn or acquired by the District in relation to the construction of Lake Cahuilla and which land also have public use values for recreation, fish and wildlife, and related purposes; and

6. WHEREAS, the District, and the County are desirous that recreation facilities be developed at and adjacent to Lake Cahuilla to be administered, operated, and maintained by the County; and

7. WHEREAS, this lease and agreement will not be incompatible with the primary purposes for which said land is being administered;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

8. Description of Land. Subject to the terms, conditions, exceptions, and reservations hereinafter set forth, the District leases the hereinafter-described land to County and agrees to the County's administering said land as a public outdoor recreational area, hereinafter called "recreation area," located in Riverside County, State of California, as shown on Drawing No. A-105 attached hereto and by reference made a part hereof. The description of the land covered by this lease and agreement is as set forth on Exhibit "A" hereto.

The District has heretofore filed an action in eminent domain being the case of Coachella Valley County Water District v.

Swigart, et al, Riverside Superior Court No. Indio 11772 wherein the District is condemning for purposes of the Lake Cahuilla development 5.79 acres. This land being so condemned constitutes a portion of the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian. If and when the District ever acquires title to said 5.79 acres, it shall automatically be included as part of the District lands being leased herein to the County subject to the same terms and conditions as set forth herein.

If and when the District ever acquires the fee title to any of the lands heretofore leased by the United States to the County under the Lease And Agreement under date of January 11, \_\_\_\_\_, 1971, heretofore referred to such lands shall then automatically be likewise included as District lands leased to the County pursuant to the terms and provisions of this lease and agreement.

9. Exceptions and Reservations. There are excepted and reserved from the District lands described in Exhibit "A" the following:

- (a) All rights-of-way which the District may hereafter grant for highways and roads, railroads, flood control, flowage area, irrigation works, pipelines, telephone and electric powerlines, and substation sites, or for other purposes authorized by law; Provided, however, That prior to the grant of any such rights-of-way, the District will consult and cooperate with the County for the purpose of

✓/

eliminating or minimizing conflict with improvements and operations of the County to the extent consistent with the best interests of the District, as determined by the General Manager/Chief Engineer, whose judgment shall be final.

(b) The rights of the District, its officers, agents, employees, successors, and assigns, to close or otherwise restrict public access at any time to the recreation area, or any portion of the leased premises, in the event of a national emergency, or whenever the District determines that such closure is necessary in the interest of project operations, public safety, or national security.

(c) The rights of the District, its officers, agents, employees, successors, and assigns to draw down and fill or to vary water levels in Lake Cahuilla, and to flood and seep the recreation area without any liability for damage to any improvements of the County or its permittees, licensees, or contractors.

(d) The rights of the District, its officers, agents, employees, successors, and assigns, at all proper times and places, freely to have ingress to, passage over, and egress from all of said land and Lake Cahuilla, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article and otherwise carrying out the operations of the District.



- (e) The right of the District to enter upon the recreation area for the purpose of removing unauthorized structures, facilities, and other improvements.

10. Irrigation Use Paramount. Recreation and wildlife uses of Lake Cahuilla are subordinate to the rights of the United States and the District relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between the United States and the District, dated October 15, 1934, No. 11r-781, as amended, and supplemented by contract, dated December 22, 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, some of the premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by the United States or the District to be necessary in connection with the construction, operation, or maintenance of Lake Cahuilla and appurtenant facilities situated thereon and thereat. The District's normal operation of Lake Cahuilla will require a drawdown of the water level in the lake during the weekdays and a filling of the lake on weekends. However, the water level may be fluctuated at any time by the District or the United States, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Project operations without notice or any liability



whatsoever. Further, no liability shall ensue to the District or the United States by reason of any changes in water levels due to floods or for any other reason.

11. Term of Agreement. The term of this lease and agreement shall be a period of fifty (50) years commencing on the date hereof unless sooner terminated as hereinafter provided.

12. Possession. The District is not and shall not at any time be obligated to place or maintain the County or any of its permittees, licensees, or contractors in actual possession of the recreation area or any part thereof. None of the obligations of the County hereunder, nor any of the rights of the District hereunder shall be affected by the inability for any reason of the County or any of its permittees, licensees, or contractors to obtain or retain possession of the recreation area or any part thereof. The County hereby expressly waives any rights to require the District to secure to the County or any of its permittees, licensees, or contractors the quiet possession of any of the recreation area.

13. General Development Plan. The County shall furnish the District, within ninety (90) days of the execution of this Agreement, a general development plan for the recreation area and other lands included in the general park area including the lands leased by the County from the United States pursuant to the Lease and Agreement of January 11, 1971, with accompanying maps showing location of existing and proposed roads, trails, parking and picnic areas, swimming beaches, boat ramps, buildings, and other developments.

Any changes in the plan shall be covered by amendments which also must be furnished to said District. The general development plan and any amendments of the plan will require the approval of the District before construction of improvements is initiated. The work contemplated hereunder shall be subject to inspection and approval of the District. In the administration and development of recreation at the terminal reservoir, the County and all parties acting under it shall follow the general development plan. All developments will be compatible with existing features.

14. Use of Recreation Area. The County shall construct, operate, and maintain on the recreation area and the other leased lands as part of the general park in accordance with the approved general development plan, roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreation uses. The County shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the recreation area and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the recreation area as are necessary and desirable to protect the health and safety of persons using the area, and for the preservation of law and order in the interest of public safety. The County shall not engage in or permit any activity within the recreation area or allow any omission therein which will interfere

with the safety, protection, and operation of the reservoirs for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of Lateral System 123.45 or Dikes 2 and 4 and future connecting pipes and structures.

15. Concessions. The County may issue and administer concessions and other agreements, licenses, and permits to persons, corporations, or associations for the purpose of making available services and facilities for the use and convenience of the visiting public and for the purpose of regulating the privileges granted. All such agreements, licenses, and permits shall be submitted to the District for review and approval before issuance; Provided, That such agreements, licenses, and permits shall be expressly made subject to all terms, conditions, exceptions, and reservations in this agreement. Said instruments shall recognize the primary purposes of the Coachella Division, All-American Canal System, and include releases to and for the District and the United States, their successors, assigns, officers, agents, and employees for and on account of the construction and operation and maintenance of Project works including, but not limited to, Lake Cahuilla and its inlet and outlet works. No license, concession, or other agreement or permit granted by the County shall transfer any rights in the land, and the rights given to the County to grant such licenses, concessions, and permits shall not be construed as rights to grant an interest in the land. The term of any license, permit, or contract granted or made by the Contractor shall not extend beyond the life of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for



public utility rights-of-way, grazing or agricultural uses, or for removal of materials or minerals.

16. Transfer of Concessioner's Interest. If any concessioner shall fail to perform under the terms of his license, permit, or agreement and thus subject his license, permit, or agreement to cancellation, or if he should cease to be authorized to conduct the operation provided for in his concession contract, and the County and the District determine that such operations are to be conducted by a successor, then:

- (a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor approved by the District, and the County; and
- (b) Such successor will be required, as a condition to the granting of a license, permit, or agreement to conduct such operations, to purchase such interest from the concessioner, and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility, or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for an item or items, such

amount will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the prospective purchaser shall each name one of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If during the term of this lease and agreement, any concessioner shall cease to be authorized to conduct the operations provided for in his concession agreement for any reason other than termination of his agreement by direct action of the County, and the County determines with the concurrence of the District, that such operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to his successor shall be controlled by the provisions of his concession agreement, with respect to which the District shall have no financial or other obligation whatsoever, except where the District is such successor.

17. Fees and Charges. The County may levy entry fees to the reservoir recreation area consistent with its investment in and its administrative responsibility for the area. It may also make reasonable charges or permit its authorized licensees, permittees, and concessioners to make such charges for the use of facilities within said area. The schedule of such entry and user



fees will be submitted to and approved in writing by the District.

18. Use of Revenues to Meet Costs. The County shall retain and expend only for the administration, development in accordance with the general development plan, and maintenance of the Coachella terminal reservoir recreation area as described herein, all receipts from licenses, permits, or contracts which it is authorized to issue or administer, and receipts from entry to and user fees within the reservoir area. The County shall accumulate in a special fund the excess of revenues over operation and maintenance expenditures, and all such funds will be expended for the development of recreational facilities in accordance with the general development plan for the entire park area. The County shall furnish to the District, not later than March 31 of each year, a report of all receipts, expenditures for operation, maintenance, and the development of facilities. The County shall maintain such accounting records as are necessary to satisfy the requirements of this lease and agreement and make them available for inspection by the Bureau of Reclamation and the District upon request.

19. Liability of Contractors, Licensees, and Permittees. The County shall require all contractors, licensees, permittees, and concessioners to carry such public liability, property damage, and products insurance as is customary among prudent operators for similar businesses under comparable circumstances, with the District to be named among the insured. Such policy or policies shall contain provisions that they will not be canceled or the provisions altered before thirty (30) days' written notice is given to the

County and the District by the Insurance Company.

20. Use of Water by the County. The District shall furnish to the County untreated water at the prevailing irrigation rate, pursuant to terms and conditions established by the District, for the watering of lawns, trees, shrubs and other recreation uses on the recreation area. Reports of the total water used each preceding year shall be furnished to the District on or before February 1 of each year. The District does not warrant the quality of such water. The County hereby expressly relieves and releases the District and their respective officers, agents, and employees from any liability or responsibility whatsoever for the quality, composition, or content of the water diverted by the County or for any lack of fitness of such water for any use thereof by the County or other users thereof.

21. Water Pollution Control.

(a) In the use of the recreation area and any contiguous land utilized in combination or conjunction with the recreation area, there shall not be discharged, disposed of, or permitted to escape, any water, sewage, sewage effluent, waste of any kind, or materials of any kind, either separately or in combination, in any place or manner, which might result in contamination or pollution of the terminal reservoir or any surface or underground stream or flow of water or other body of water either within or outside of the recreation area.

(b) The County shall promptly install and diligently operate such facilities as may be necessary to control the storage

or disposition of water, sewage, sewage effluent, waste of any kind, and other materials in order to comply with the provisions of Subarticle (a) above.

(c) The County shall promptly take all such reasonable precautions, including the installation of such control facilities as may be directed by the District; Provided, That nothing contained in this subarticle shall relieve the County of its obligations under Subarticles 21(a), (b), and (d) hereof without further notice from the District.

(d) In addition to the obligations to comply with the provisions of Subarticles (a), (b), and (c) above, the County shall comply fully with all applicable Federal law, orders, and regulations and the laws and regulations of the State of California, all as administered by appropriate authorities concerning the pollution of streams, canals, reservoirs, ground water or water courses, with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

## 22. Miscellaneous Conditions.

(a) The County shall cause the recreation area to be protected from erosion, and the vegetation and improvements thereon from fire and shall, at its own expense, do such reasonable things as may be directed by the District to prevent and control soil erosion caused by any improvements or use of the premises.

(b) No structures shall be built over existing irrigation system canals or laterals or flood control facilities without the approval of the District.

(c) The District assumes no responsibility for damages to property or injuries to persons which may arise from, or be incident to, the use and occupation of the recreation area, or damages to property, or injuries or death to the person of the County's officers, agents, contractors, or employees, or the officers, agents, contractors, or employees of any of the County's permittees, licensees, or others who may be on said recreation area at their invitation or the invitation of any one of them, arising from, or incident to, the regulations, storage, routing, and discharging of water within or through the reservoir, including flooding where applicable, or arising from or incident to any other activity of the United States and the District, their officers, agents, employees, successors, and assigns. The County hereby waives and releases any claim against the District, their officers, agents, employees, successors, and assigns, for any and all such damage or injuries, and hereby agrees to hold the United States and the District harmless against any and all such damages which directly or indirectly may accrue or result from occupation of the land by the County or any operations thereon.

(d) The District shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said County, its licensees, permittees, or contractors, which may be constructed upon the recreation area, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the recreation area or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said



premises, whether belonging to the County or others, and whether such loss, injury, or damage results from fire or other cause.

(e) The land hereunder shall be used only for the purposes as stated in this lease and agreement and the abandonment, cessation, or change in said use shall be grounds for the cancellation of this lease and agreement upon written notice to that effect by the District.

(f) The County shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission any persons may be endangered or injured by use of the recreation area.

(g) County shall comply with all applicable Federal, State, and local laws and regulations now or hereafter promulgated.

(h) Nothing herein shall be construed or interpreted as authorizing the County, its agents or employees, to act as agent or representative for or on behalf of the District, or to incur any obligation of any kind on behalf of the District.

(i) The County shall permit free and ready access to the recreation area by the public, consistent with its administration thereof. However, such requirement will not prevent the County from making a charge for use of the designated recreation area as provided in Article 17.

(j) County shall post all areas set aside or developed for swimming purposes, advising the public that they swim at their own risk when lifeguards are not present.

(k) No private residential use of the premises other than management and administrative housing shall be allowed by the County.



23. Transfer of Agreement. No interest herein shall be transferred or assigned by the County to any other party without the written approval of the District.

24. Termination of Agreement. This lease and agreement shall terminate and all rights of County hereunder shall cease, and the County shall quietly and peaceably deliver to the United States possession of the recreation area in substantially the same condition as when taken, reasonable wear and damage by the elements and circumstances over which the County has no control excepted:

(a) At the expiration of the term as provided by Article 9 herein; or

(b) At any time during the term hereof at the election of the County by the giving of written notice to the District at least six (6) months prior to the effective date of such termination; or

(c) Upon the failure of the County to observe any of the conditions, exceptions, or reservations set out in this lease and agreement, the District shall give written notice to the County of the obligations that are in default or the provisions of this lease and agreement that have been violated and the County shall have ninety (90) days in which to correct the default or violation. Unless the County shall, in the opinion of the District, have corrected such default or violation, this lease and agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided.

Upon termination of this lease and agreement, the County shall have the right to remove from the recreation area any property it may have affixed thereto or installed thereon during the term hereof, except facilities that have been installed through the expenditure of funds accumulated from fees assessed against public users.

Upon termination of this lease and agreement, the latter facilities shall be and become the property of the District. In the event of the failure of the County to remove any of its property from the recreation area within one hundred eighty (180) days after the date of termination of this lease and agreement, the said property shall become and remain the property of the District, and title thereto shall pass to the District, or the District may, at its option, perform such work as may be required to remove said property and restore the premises to their original condition and bill the County for the actual cost thereof. The County shall pay the amount of any such bill within ninety (90) days after the same is mailed to it at the post office address stated herein.

25. Notices.

(a) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the District shall be deemed properly given or made if delivered, or mailed postage prepaid to the Coachella Valley County Water District, P. O. Box 1058, Coachella, California 92236.

(b) Any notice, demand, or request required or authorized by this agreement shall be deemed properly given or made if delivered, or mailed postage prepaid to Parks Department, County of Riverside, 3865 Orange Street, Riverside, California 92501.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

COACHELLA VALLEY COUNTY WATER DISTRICT

By John Kennedy  
President

By [Signature]  
Secretary

COUNTY OF RIVERSIDE, BOARD OF SUPERVISORS,

ATTEST:

DONALD D. SULLIVAN, Clerk

By [Signature]  
Deputy

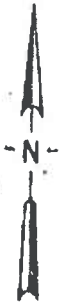
[Signature]  
CHAIRMAN OF THE BOARD OF SUPERVISORS

FORM APPROVED

MAR 17 1971

RAY T. SULLIVAN, JR.  
COUNTY COUNSEL





PARCEL  
NO. 4

PARCEL  
NO. 3

PARCEL  
NO. 2

PARCEL NO. 1

CANAL

COACHELA

STREET

JEFFERSON

AVENUE

58

20

21

29

28

PORTION OF SECTIONS 20 & 29,  
T.6S., R.7E., S.B.B.&M.



C.V.C.W.D. LAND

Parcel No. 1

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 575.00 feet to the true point of beginning,

Thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 420.12 feet to the North right of way line of Dike No. 2.

Thence continuing along said right of way line Northwesterly along the arc of a curve, concave to the left, having a radius of 2090.00 feet, through the control of  $04^{\circ} 38' 30''$ , a distance of 169.31 feet;

Thence North  $62^{\circ} 35' 53''$  West along the said right of way line, a distance of 6.99 feet to a point of a curve;

Thence Northeasterly along the arc of a curve, concave to the left, having a radius of 1000.00 feet, through the central angle of  $21^{\circ} 13' 28''$ , a distance of 370.44 feet to a point on the East line of said Section 29, said to be the point of beginning.

Parcel No. 2

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence North  $89^{\circ} 57' 53''$  West along the North line of said Section 29, a distance of 884.09 feet to the true point of beginning;

Thence South  $57^{\circ} 05' 27''$  East, a distance of 977.31 feet to a point and curvature on the West right of way line of Jefferson Street;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius 970.00 feet, through a central angle of  $5^{\circ} 56' 55''$ , a distance of 100.71 feet;

EXHIBIT "A"



Thence South  $31^{\circ}59'02''$  West, 280.20 feet to a point on the North right of way line of Dike No. 2 as shown on Bureau of Reclamation drawing number 212-300-420 dated July 8, 1965;

Thence North  $62^{\circ}35'53''$  West, a distance of 738.24 feet along said right of way line to a point of curvature;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius of 1910.00 feet, through a central angle of  $19^{\circ}07'30''$ , a distance of 637.55 feet;

Thence North  $43^{\circ}28'23''$  West along said right of way line, a distance of 195.07 feet to a point on the North line of said Section 29;

The South  $89^{\circ}57'53''$  East a distance of 687.44 feet along said North line to the true point of beginning.

#### Parcel No. 3

A parcel of land described as follows:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, County of Riverside, State of California, containing 40.16 acres of land, more or less.

#### Parcel No. 4

A parcel of land in the West half of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter, thence South  $00^{\circ}07'37''$  West a distance of 48.69 feet along East line of said quarter to a point of a curve on the Westerly right of way line of the Coachella Canal;

Thence continuing along said right of way line, along the arc of a curve concave to the left, having a radius of 652.96 feet, through a central angle of  $103^{\circ}04'36''$ , a distance of 1182.57 feet to a point of tangency;

Thence South  $16^{\circ}59'05''$  East along said right of way line a distance of 355.68 feet to a point, 453.98 feet West of the center quarter corner on the East-West midsection line of said Section 20;

Contract No. 14-06-300-2215

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Coachella Division, All-American Canal System, California

LEASE AND AGREEMENT BETWEEN THE UNITED STATES AND THE COUNTY  
OF RIVERSIDE, CALIFORNIA, FOR USE OF LAND AND DEVELOPMENT  
AND ADMINISTRATION OF RECREATION AT THE TERMINAL RESERVOIR  
ADJACENT TO THE COACHELLA CANAL, INDIO, CALIFORNIA

1. THIS LEASE AND AGREEMENT, made this 11th day of January,  
1977, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388),  
and acts amendatory thereof and supplementary thereto, and the Act of  
July 9, 1965 (79 Stat. 213), between the UNITED STATES OF AMERICA,  
hereinafter referred to as "United States," represented by the officer  
executing this lease and agreement, his duly appointed successor or  
duly authorized representative herein styled the "Contracting Officer,"  
and the COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as the  
"County."

WITNESSETH:

2. WHEREAS, the United States has constructed a facility within  
the Coachella Division of the All-American Canal System, known as  
the "terminal reservoir," located on land owned by it in Riverside County,  
California, which is operated and maintained by the Coachella Valley  
County Water District, hereinafter referred to as the "District," in  
connection with the Coachella Division, All-American Canal System of the  
Bureau of Reclamation, a Federal Reclamation Project.

3. WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County desires to use the hereinafter-described land, which heretofore was withdrawn or acquired by the United States for the construction of the terminal reservoir and which land and reservoir also have public use values for recreation, fish and wildlife, and related purposes; and

4. WHEREAS, the United States, the District, and the County are desirous that recreation facilities be developed at the terminal reservoir site to be administered, operated, and maintained by the County; and

5. WHEREAS, this lease and agreement will not be incompatible with the primary purposes for which said land is being administered;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

6. Description of Land. Subject to the terms, conditions, exceptions, and reservations hereinafter set forth, the United States leases the hereinafter-described land to County and agrees to the County's administering said land and reservoir as a public outdoor recreational area, hereinafter called "recreation area," located in Riverside County, State of California, as shown on Drawing No. 212-300-462 attached hereto and by reference made a part hereof. The description of the land covered by this lease and agreement is as follows:

Township 6 South, Range 7 East (SBM, California)

Section 20

NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; a parcel of land situate in Northeast quarter of the Southwest quarter, more particularly described as follows:

Beginning at a point on the mid-section corner of said Section 20; thence South 00°06'17" West, 1326.27 feet; thence North 41°01'50" West, 100.00 feet to a point of curve; thence 703.02 feet along the arc of said curve to the right, having a radius of 1060.00 feet; thence North 30°59'20" West, 708.43 feet; thence South 89°50'43" East, 679.18 feet to point of beginning containing 10.36 acres of land more or less.

A parcel of land situate in the West half of the Northeast quarter, more particularly described as follows:

Beginning at the Southwest corner of said West half of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ); thence North 00°06'16" East, 1128.53 feet along the West line of said W $\frac{1}{2}$ NE $\frac{1}{4}$  to a point on a nontangent curve; thence 21.77 feet along the arc of said curve to the right, having a radius of 512.96 feet and a central angle of 00°14'35", whose chord bears North 86°50'18" East, a distance of 21.77 feet; thence North 88°03'16" East 184.38 feet to a point of curve; thence 314.80 feet along the arc of said curve to the left, having a radius of 632.96 feet and a central angle of 28°29'45", whose chord bears North 73°48'24" East a distance of 311.57 feet; thence North 59°33'31" East, 58.68 feet to a point of curve; thence 169.69 feet along the arc of said curve to the right, having a radius of 512.96 feet and a central angle of 18°57'12", whose chord bears North 69°02'07" East a distance of 168.91 feet; thence North 78°30'43" East 74.70 feet to a point of curve; thence 217.45 feet along the arc of said curve to the left, having a radius of 203.24 feet and a central angle of 61°18'11", whose chord bears North 47°51'38" East a distance of 207.23 feet; thence South 60°00'00" East, 124.14 feet to a point of curve; thence 572.04 feet along the arc of said curve to the right, having



a radius of 545.00 feet and a central angle of  $60^{\circ}08'19''$ , whose chord bears South  $29^{\circ}55'51''$  East a distance of 546.14 feet, to a point on the East line of said  $W\frac{1}{2}NE\frac{1}{4}$ ; thence South  $00^{\circ}08'17''$  West 935.44 feet along said East line to the Southeast corner of said  $W\frac{1}{2}NE\frac{1}{4}$ ; thence North  $89^{\circ}50'05''$  West 1320.67 feet along the South line of said  $W\frac{1}{2}NE\frac{1}{4}$  to the point of beginning, containing 38.06 acres of land more or less.

A parcel of land situate in the Northeast quarter of the Southeast quarter more particularly described as follows:

Beginning at the Southwest corner of said Northeast quarter of Southeast quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ); thence North  $00^{\circ}08'02''$  East, 450.27 feet along the West line of said  $NE\frac{1}{4}SE\frac{1}{4}$  to a point on a curve; thence 647.48 feet along the arc of said curve to the left, having a radius of 455.00 feet, and a central angle of  $81^{\circ}32'03''$ , whose chord bears South  $40^{\circ}37'45''$  East, a distance of 594.21 feet to a point on the South line of said  $NE\frac{1}{4}SE\frac{1}{4}$ ; thence North  $89^{\circ}53'53''$  West, 387.97 feet along said South line to the point of beginning, containing 1.00 acre of land more or less.

A parcel of land situate in the Southeast quarter of the Southeast quarter more particularly described as follows:

Beginning at the Southeast corner of said Section 20; thence North  $89^{\circ}57'53''$  West along the South line of said Section 20, 1320.35 feet to the Southwest corner of said  $SE\frac{1}{4}SE\frac{1}{4}$ ; thence North  $00^{\circ}08'02''$  East along the West line of said  $SE\frac{1}{4}SE\frac{1}{4}$ , 1323.83 feet to the Northwest corner of said  $SE\frac{1}{4}SE\frac{1}{4}$ ; thence South  $89^{\circ}53'53''$  East along the North line of said  $SE\frac{1}{4}SE\frac{1}{4}$ , 735.21 feet to a point of curve concave Southwesterly; thence 628.00 feet along the arc of said curve to the right, having a radius of 550.00 feet and a central angle of  $65^{\circ}25'18''$ , whose chord bears South  $57^{\circ}11'14''$  East, a distance of 594.44 feet; thence South  $89^{\circ}53'53''$  East, 85.00 feet to a point on the East line of said Section 20; thence South  $00^{\circ}08'37''$  West along the said East line, 1001.04 feet to the point of beginning, containing 38.30 acres of land more or less.

Section 28

$W\frac{1}{2}NW\frac{1}{4}$

7. Exceptions and Reservations. There are excepted and reserved from the recreation area described in Article 6, the following:

- (a) Existing rights or rights-of-way, if any, of the public and any other parties in and to the land, including but not limited to that certain "Contract and License for Access Road," dated October 7, 1970, identified as recorded Instrument No. 124583, on official records of Riverside County.
- (b) Rights-of-way provided by the Act of August 30, 1890 (26 Stat. 391), also reserving to the United States, the prior right to use any of said land for the construction, operation, and maintenance of any works under the Reclamation laws, 43 U.S.C. sec. 371, et seq. (1964) including, but not limited to, dams, levees, dikes, reservoirs, pumping plants, canals, wasteways, laterals, ditches, electric transmission and communication lines, roads, and other utilities, and to perform any or all other functions of the Bureau of Reclamation, now or hereafter authorized, without any payment made by the United States for such right; Provided, however, That prior to its exercise of any such rights, the United States

will consult and cooperate with the County for the purpose of eliminating or minimizing conflict with improvements and operations of the County or its permittees, licensees, or contractors to the extent consistent with the best interests of the United States, as conclusively determined by the Contracting Officer, whose judgment shall be final. The County further agrees that the United States and the District, their officers, agents, and employees shall not be held liable for any damage to the recreation area or to the improvements or workings of the County or its permittees, licensees, or contractors resulting from the construction, operation, and maintenance of any of the works hereinabove enumerated, or from carrying out any other function of the Bureau of Reclamation or the District, or from the exercise of any other rights herein reserved to the United States or others. Nothing contained in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this lease and agreement.

- (c) All rights-of-way which the United States may hereafter grant for highways and roads, railroads, flood control, flowage area, irrigation works, pipelines, telephone and electric powerlines, and substation sites, or for other purposes authorized by law; Provided, however, That prior to the grant of any such rights-of-way, the United States will consult and cooperate with the County for the purpose of eliminating or minimizing conflict with improvements and operations of the County to the extent consistent with the best interests of the United States, as determined by the Contracting Officer, whose judgment shall be final.
- (d) The rights of the United States and the District, their officers, agents, employees, successors, and assigns, to close or otherwise restrict public access at any time to the recreation area, or any portion of the leased premises, in the event of a national emergency, or whenever the District or the United States determines that such closure is necessary in the interest of project operations, public safety, or national security.



- (e) The rights to prospect and carry on developments for oil, gas, coal, and other minerals on said land, under the Act of February 25, 1920 (41 Stat. 437), and acts amendatory thereof or supplementary thereto. However, the County will be consulted and given an opportunity to comment concerning any proposal involving the exercise of any such rights.
- (f) The rights of the United States and the District, their officers, agents, employees, successors, and assigns to draw down and fill or to vary water levels in the terminal reservoir, and to flood and seep the recreation area without any liability for damage to any improvements of the County or its permittees, licensees, or contractors.
- (g) The rights of the United States and the District, their officers, agents, employees, successors, and assigns, at all proper times and places, freely to have ingress to, passage over, and egress from all of said land and the terminal reservoir, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article and otherwise carrying out the operations of the United States and the District.

(h) The rights of the United States and the District to enter upon the recreation area for the purpose of removing unauthorized structures, facilities, and other improvements.

8. Irrigation Use Paramount. Recreation and wildlife uses of the reservoir are subordinate to the rights of the United States relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between the United States and the District, dated October 15, 1934, No. Ilr-781, as amended, and supplemented by contract, dated December 22, 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, the premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by the United States or the District to be necessary in connection with the construction, operation, or maintenance of the terminal reservoir and appurtenant facilities situated thereon and thereat. The District's normal operation of the terminal reservoir

will require a drawdown of the water level in the reservoir during the weekdays and a filling of the reservoir on weekends. However, the water level may be fluctuated at any time by the District or the United States, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Project operations without notice or any liability whatsoever. Further, no liability shall ensue to the District or the United States by reason of any changes in water levels due to floods or for any other reason.

9. Term of Agreement. The term of this lease and agreement shall be a period of fifty (50) years commencing on the date hereof unless sooner terminated as hereinafter provided.

10. Possession. The United States is not and shall not at any time be obligated to place or maintain the County or any of its permittees, licensees, or contractors in actual possession of the recreation area or any part thereof. None of the obligations of the County hereunder, nor any of the rights of the United States hereunder shall be affected by the inability for any reason of the County or any of its permittees, licensees, or contractors to obtain or retain possession of the recreation area or any part thereof. The County

hereby expressly waives any rights to require the United States to secure to the County or any of its permittees, licensees, or contractors the quiet possession of any of the recreation area.

11. General Development Plan. The County shall furnish the Bureau of Reclamation and the District within ninety (90) days of the execution of this agreement a general development plan for the recreation area with accompanying maps showing location of existing and proposed roads, trails, parking and picnic areas, swimming beaches, boat ramps, buildings, and other developments. Any changes in the plan shall be covered by amendments which also must be furnished to said Bureau of Reclamation and the District. The general development plan and any amendments of the plan will require the approval of the Bureau of Reclamation and the District before construction of improvements is initiated. The work contemplated hereunder shall be subject to inspection and approval of the Bureau of Reclamation and the District. In the administration and development of recreation at the terminal reservoir, the County and all parties acting under it shall follow the general development plan. All developments will be compatible with existing features.

12. Use of Recreation Area. The County shall construct, operate, and maintain on the recreation area, in accordance with the approved



general development plan, roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreation uses. The County shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the recreation area and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the recreation area as are necessary and desirable to protect the health and safety of persons using the area, and for the preservation of law and order in the interest of public safety. The County shall not engage in or permit any activity within the recreation area or allow any omission therein which will interfere with the safety, protection, and operation of the reservoirs for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of Lateral System 123.45 or Dikes 2 and 4 and future connecting pipes and structures.

13. Concessions. The County may issue and administer concessions and other agreements, licenses, and permits to persons, corporations,

or associations for the purpose of making available services and facilities for the use and convenience of the visiting public and for the purpose of regulating the privileges granted. All such agreements, licenses, and permits shall be submitted to the Bureau of Reclamation and the District for review and approval before issuance; Provided, That such agreements, licenses, and permits shall be expressly made subject to all terms, conditions, exceptions, and reservations in this agreement. Said instruments shall recognize the primary purposes of the Coachella Division, All-American Canal System, and include releases to and for the District and the United States, their successors, assigns, officers, agents, and employees for and on account of the construction and operation and maintenance of Project works including, but not limited to, the terminal reservoir and its inlet and outlet works. No license, concession, or other agreement or permit granted by the County shall transfer any rights in the land, and the rights given to the County to grant such licenses, concessions, and permits shall not be construed as rights to grant an interest in the land. The term of any license, permit, or contract granted or made by the Contractor shall not extend beyond the life of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for public utility rights-of-way, grazing or agricultural uses, or for removal of materials or minerals.

14. Transfer of Concessioner's Interest. If any concessioner shall fail to perform under the terms of his license, permit, or agreement and thus subject his license, permit, or agreement to cancellation, or if he should cease to be authorized to conduct the operation provided for in his concession contract, and the United States and the District determine that such operations are to be conducted by a successor, then:

- (a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor approved by the United States, the District, and the County; and
- (b) Such successor will be required, as a condition to the granting of a license, permit, or agreement to conduct such operations, to purchase such interest from the concessioner, and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility, or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a

unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for an item or items, such amount will be determined by the majority vote of a board of three appraisers selected as follows:

The concessioner and the prospective purchaser shall each name one of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If during the term of this lease and agreement, any concessioner shall cease to be authorized to conduct the operations provided for in his concession agreement for any reason other than termination of his agreement by direct action of the County, and the County determines with the concurrence of the United States and the District, that such



operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to his successor shall be controlled by the provisions of his concession agreement, with respect to which the United States and the District shall have no financial or other obligation whatsoever, except where the United States or the District is such successor.

15. Fees and Charges. The County may levy entry fees to the reservoir recreation area consistent with its investment in and its administrative responsibility for the area. It may also make reasonable charges or permit its authorized licensees, permittees, and concessioners to make such charges for the use of facilities within said area. The schedule of such entry and user fees will be submitted to and approved in writing by the Bureau of Reclamation and the District.

16. Use of Revenues to Meet Costs. The County shall retain and expend only for the administration, development in accordance with the general development plan, and maintenance of the Coachella terminal reservoir recreation area as described herein, all receipts from licenses, permits, or contracts which it is authorized to issue or administer, and receipts from entry to and user fees within the reservoir area. The County shall accumulate in a special fund the excess of revenues over operation and maintenance expenditures, and all

such funds will be expended for the development of recreational facilities in accordance with the general development plan.

The County shall furnish to the Bureau of Reclamation and the District, not later than March 31 of each year, a report of all receipts, expenditures for operation, maintenance, and the development of facilities. The County shall maintain such accounting records as are necessary to satisfy the requirements of this lease and agreement and make them available for inspection by the Bureau of Reclamation and the District upon request. The County shall as soon as possible after December 31 of each year during the term of this lease and agreement, but not later than the February 1 next following, deliver to the United States and the District a report or reports for each such year on forms furnished for that purpose by the United States and in conformity with instructions regarding their completion issued from time to time by the United States, which reports shall include, without limitation, data with respect to management practices, an inventory of recreation facilities and their use, visitation, watercraft use, fish and wildlife, the value of public use facilities, and operation and maintenance costs.

17. Liability of Contractors, Licensees, and Permittees. The County shall require all contractors, licensees, permittees, and concessioners to carry such public liability, property damage, and

products insurance as is customary among prudent operators for similar businesses under comparable circumstances, with the United States and the District to be named among the insured. Such policy or policies shall contain provisions that they will not be canceled or the provisions altered before thirty (30) days' written notice is given to the County, the United States, and the District by the Insurance Company.

18. Use of Water by the County. The County may divert water available in the terminal reservoir, under such terms and conditions and in such quantities as are established and considered necessary by the District, for the watering of lawns, trees, and shrubs on the recreation area, a part of the Coachella Service area. Reports of the total water used each preceding year shall be furnished to the District and the United States on or before February 1 of each year. The United States and the District do not warrant the quality of such water. The County hereby expressly relieves and releases the United States and the District and their respective officers, agents, and employees from any liability or responsibility whatsoever for the quality, composition, or content of the water diverted by the County or for any lack of fitness of such water for any use thereof by the County or other users thereof.

19. Water Pollution Control.

(a) In the use of the recreation area and any contiguous land utilized in combination or conjunction with the recreation area, there shall not be discharged, disposed of, or permitted to escape, any water, sewage, sewage effluent, waste of any kind, or materials of any kind, either separately or in combination, in any place or manner, which might result in contamination or pollution of the terminal reservoir or any surface or underground stream or flow of water or other body of water either within or outside of the recreation area.

(b) The County shall promptly install and diligently operate such facilities as may be necessary to control the storage or disposition of water, sewage, sewage effluent, waste of any kind, and other materials in order to comply with the provisions of Subarticle (a) above.

(c) The County shall promptly take all such reasonable precautions, including the installation of such control facilities as may be directed by the United States; Provided, That nothing contained in this subarticle shall relieve the County of its obligations under Subarticles 19(a), (b), and (d) hereof without further notice from the United States.

(d) In addition to the obligations to comply with the provisions of Subarticles (a), (b), and (c) above, the County shall



comply fully with all applicable Federal laws, orders, and regulations and the laws and regulations of the State of California, all as administered by appropriate authorities concerning the pollution of streams, canals, reservoirs, ground water or water courses, with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

20. Miscellaneous Conditions.

(a) The County shall cause the recreation area to be protected from erosion, and the vegetation and improvements thereon from fire and shall, at its own expense, do such reasonable things as may be directed by the United States to prevent and control soil erosion caused by any improvements or use of the premises.

(b) No structures shall be built over existing irrigation system canals or laterals or flood control facilities.

(c) The United States and the District assume no responsibility for damages to property or injuries to persons which may arise from, or be incident to, the use and occupation of the recreation area, or damages to property, or injuries or death to the person of the County's officers, agents, contractors, or employees, or the officers, agents, contractors, or employees of any of the County's permittees,



licensees, or others who may be on said recreation area at their invitation or the invitation of any one of them, arising from, or incident to, the regulations, storage, routing, and discharging of water within or through the reservoir, including flooding where applicable, or arising from or incident to any other activity of the United States and the District, their officers, agents, employees, successors, and assigns. The County hereby waives and releases any claim against the United States and the District, their officers, agents, employees, successors, and assigns, for any and all such damage or injuries, and hereby agrees to hold the United States and the District harmless against any and all such damages which directly or indirectly may accrue or result from occupation of the land by the County or any operations thereon.

(d) The United States and the District shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said County, its licensees, permittees, or contractors, which may be constructed upon the recreation area, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the recreation area or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said premises, whether belonging to the County or others, and whether such loss, injury, or damage results from fire or other cause.

(e) The land hereunder shall be used only for the purposes as stated in this lease and agreement and the abandonment, cessation, or change in said use shall be grounds for the cancellation of this lease and agreement upon written notice to that effect by the United States.

(f) The County shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission any persons may be endangered or injured by use of the recreation area.

(g) County shall comply with all applicable Federal, State, and local laws and regulations now or hereafter promulgated including, but not limited to, those which concern or involve boating or the administration or control thereof and regulations of the Department of the Interior relating to development and operation of recreational facilities on Federally owned land.

(h) Nothing herein shall be construed or interpreted as authorizing the County, its agents or employees, to act as agent or representative for or on behalf of the United States or the District, or to incur any obligation of any kind on behalf of the United States and the District.

(i) The County shall permit free and ready access to the recreation area by the public, consistent with its administration

thereof. However, such requirement will not prevent the County from making a charge for use of the designated recreation area as provided in Article 15.

\* (j) County shall post all areas set aside or developed for swimming purposes, advising the public that they swim at their own risk when lifeguards are not present.

(k) No private residential use of the premises other than management and administrative housing shall be allowed by the County. The maximum length of time of occupancy of the premises shall not exceed two consecutive weeks and shall be on a week-to-week reregistration basis. Any other occupancy will be considered as residential use and will constitute a violation by County of the terms of this lease and agreement.

21. Transfer of Agreement. No interest herein shall be transferred or assigned by the County to any other party without the written approval of the United States and the District and any attempted transfer or sublease or assignment without the written approval of the United States and the District shall cause this lease and agreement to become subject to annulment at the option of the United States.

22. Termination of Agreement. This lease and agreement shall terminate and all rights of County hereunder shall cease, and the County shall quietly and peaceably deliver to the United States possession of the recreation area in substantially the same condition as when

taken, reasonable wear and damage by the elements and circumstances over which the County has no control excepted:

(a) At the expiration of the term as provided by Article 9 herein; or

(b) At any time during the term hereof at the election of the County by the giving of written notice to the United States and the District at least six (6) months prior to the effective date of such termination; or

(c) Upon the failure of the County to observe any of the conditions, exceptions, or reservations set out in this lease and agreement, the United States shall give written notice to the County of the obligations that are in default or the provisions of this lease and agreement that have been violated and the County shall have ninety (90) days in which to correct the default or violation. Unless the County shall, in the opinion of the United States, have corrected such default or violation, this lease and agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided.

Upon termination of this lease and agreement, the County shall have the right to remove from the recreation area any property it may have affixed thereto or installed thereon during the term hereof except facilities that have been installed through the expenditure of funds



accumulated from fees assessed against public users. Upon termination of this lease and agreement, the latter facilities shall be and become the property of the United States. In the event of the failure of the County to remove any of its property from the recreation area within one hundred eighty (180) days after the date of termination of this lease and agreement, the said property shall become and remain the property of the United States, and title thereto shall pass to the United States, or the United States may, at its option, perform such work as may be required to remove said property and restore the premises to their original condition and bill the County for the actual cost thereof. The County shall pay the amount of any such bill within ninety (90) days after the same is mailed to it at the post office address stated herein.

23. Notices.

(a) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the United States shall be deemed properly given or made if delivered, or mailed postage prepaid, to the Bureau of Reclamation, Region 3, P. O. Box 427, Boulder City, Nevada 89005.

(b) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the District shall be deemed properly given or made if delivered, or mailed postage prepaid to the Coachella Valley County Water District, P. O. Box 1058, Coachella, California 92236.



(c) Any notice, demand, or request required or authorized by this agreement shall be deemed properly given or made if delivered, or mailed postage prepaid to Parks Department, County of Riverside, 3865 Orange Street, Riverside, California 92501.

(d) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

24. Discrimination Prohibited.

(a) Definitions: As used in Subarticle (b), (c), and (d) herein: (1) the term "County" shall mean the County and its employees, agents, successors, licensees, permittees, sublessees, and contractors of the County, and all others holding an interest under County; (2) the term "facility" shall mean any and all services, facilities, privileges, accommodations, and activities available to the general public and permitted by this agreement.

(b) The County shall not:

(1) publicize any facility operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin;

(2) discriminate by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

- (c) The County shall post the following facility notice in such a manner where any facility is available so as to insure that its contents will be conspicuous to any person seeking employment or use of any facility. Such notice will be furnished the County by the Bureau of Reclamation.

#### N O T I C E

THIS IS A FACILITY OPERATED IN AN AREA UNDER THE JURISDICTION OF THE UNITED STATES DEPARTMENT OF THE INTERIOR.

NO DISCRIMINATION BY SEGREGATION OR OTHER MEANS IN THE FURNISHING OF ACCOMMODATIONS, FACILITIES, SERVICES, OR PRIVILEGES ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN IS PERMITTED IN THE USE OF THIS FACILITY. COMPLAINTS OF VIOLATIONS OF THIS PROHIBITION SHOULD BE ADDRESSED TO THE SECRETARY OF THE INTERIOR, WASHINGTON, D.C. 20240.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

- (d) The County shall require in all of its contracts or other forms of agreement for the operation of a facility pursuant to this lease and agreement, inclusion of, and compliance with, provisions identical with

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor,

those stated in Subarticles (a), (b), (c), and (d) herein.

(e) During the performance of this contract the County, hereinafter referred to as the "Contractor," agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.



or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs 23(e)(1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be



binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. Officials Not to Benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this lease if made with a corporation or company for its general benefit, nor shall it limit the use by the aforementioned persons of accommodations, facilities, services, or privileges offered to or enjoyed by the general public.

26. Covenant Against Contingent Fees. The County warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees

or bona fide established commercial agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the United States and the District shall have the right to annul this lease without liability or in its discretion to require the County to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA,

By E. A. Pennington  
Regional Director, Region 3  
Bureau of Reclamation

COUNTY OF RIVERSIDE, BOARD OF  
SUPERVISORS,

A. A. McKeandless  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:  
DONALD D. SULLIVAN, Clerk  
By J. L. Andrews  
Deputy

FORM APPROVED

## FIRST AMENDMENT TO LEASE AND AGREEMENT

BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND THE COUNTY OF RIVERSIDE FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF RECREATION AT LAKE CAHUILLA ADJACENT TO THE COACHELLA CANAL

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT ("Amendment") is entered into as of ~~March~~ <sup>17</sup>, 2021 by and between the COACHELLA VALLEY WATER DISTRICT ("CVWD"), and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, by and through the COUNTY OF RIVERSIDE ("Lessee"). CVWD and Lessee are individually referred to herein as a "Party" and collectively the "Parties"

### RECITALS

A. The United States has constructed a facility known as Lake Cahuilla on land owned by the United States and CVWD in connection with the Coachella Division of the All-American Canal System of the Department of Interior, Bureau of Reclamation ("Reclamation"), a Federal Reclamation Project. By a lease dated January 11, 1971 between Lessee and the United States ("Reclamation Lease"), CVWD administers, on behalf of Reclamation, the subject premises and additional portions of the Lake Cahuilla area owned by the United States; and

B. The Parties previously entered into that certain Lease And Agreement Between The Coachella Valley County Water District And The County of Riverside, California, For Use Of Land And Development And Administration Of Recreation At Lake Cahuilla Adjacent To The Coachella Canal, Indio, dated as of March 22, 1971 ("Lease"). A copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference. Pursuant to said Lease, Lessee operates and maintains a public outdoor recreation area within CVWD's rights-of-way adjacent to Lake Cahuilla which is the terminal reservoir of the Coachella Canal, located within portions of sections 20 and 29, Township 6 South, Range 7 East, San Bernardino Meridian, California; and

C. While the County of Riverside executed the Lease in 1971, the lease was transferred, independent of CVWD, to the Riverside County Regional Park and Open-Space District ("County Parks"), a special district within the Riverside County Government system. Since the date of the Lease, the name of CVWD has changed from the Coachella Valley County Water District to the Coachella Valley Water District; and

D. The Lease term is for a period of 50 years and will expire on March 22, 2021. The Parties desire to extend the term of the Lease through March 22, 2022 subject to the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of their mutual covenants contained herein, the Parties hereby agree as follows:

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



1. Term The term of the Lease is hereby extended to March 22, 2022 ("Expiration Date").

2. Terms And Conditions Of Lease The terms and conditions of the Lease, originally with the County of Riverside and now with County Parks, shall remain in place until the Expiration Date.

3. Right Of Termination In addition to all rights and obligations of the Parties under the Lease in regard to termination, CVWD may, at any time and at no cost or liability to CVWD, terminate the Lease and this Amendment in the event of any of the following:

(a) A natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(b) CVWD determines that Lessee has used this Amendment for any purpose other than its intended purpose.

4. Notices To Visitors As soon as reasonably possible after Lessee's execution of this Amendment, Lessee shall take the following actions:

(a) Install and maintain signage in locations which will make it clear that boating is prohibited.

(b) Provide every visitor to Lake Cahuilla with hard copy materials which make it clear that boating is prohibited and which explain the threat posed by quagga mussels.

5. Ratification; Miscellaneous.

(a) Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect.

(b) Lessee shall continue to be responsible for compliance with, and the extension of, the Reclamation Lease in order for the Reclamation Lease to be consistent with this Amendment including the Expiration Date.

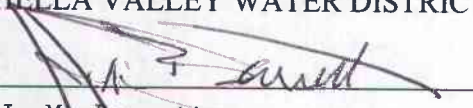
(c) This Amendment may be executed in one or more counterparts.

(d) Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease.

(e) This Amendment shall be effective upon the last date set forth below the Parties' signatures.

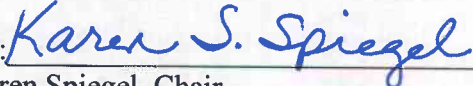
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

COACHELLA VALLEY WATER DISTRICT

By:   
J. M. Barrett  
Title: General Manager  
Date: 5.17.2021

ACCEPTANCE:

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California


By:   
Karen Spiegel, Chair  
Board of Supervisors

Dated: 03.23.2021

ATTEST:  
Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Wesley Stanfield  
Deputy County Counsel


RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT.

park and open-space district created pursuant to  
California Public Resources Code Div.5, Ch.3,  
Art. 3

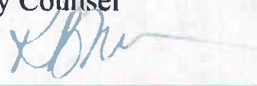
By:   
Chuck Washington, Chair

Board of Directors

Dated: 03.23.2021

ATTEST:  
Kecia Harper  
Clerk of the Board  
By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Kristine Bell-Valdez  
Supervising Deputy County Counsel



**EXHIBIT "A"**

**LEASE**

(to be attached behind this page)

LEASE AND AGREEMENT BETWEEN THE COACHELLA VALLEY COUNTY  
WATER DISTRICT AND THE COUNTY OF RIVERSIDE, CALIFORNIA,  
FOR USE OF LAND AND DEVELOPMENT AND ADMINISTRATION OF  
RECREATION AT LAKE CAHUILLA ADJACENT TO THE  
COACHELLA CANAL, INDIO, CALIFORNIA

1. THIS LEASE AND AGREEMENT, made this 22<sup>nd</sup> day of  
March, 1971, between the COACHELLA VALLEY COUNTY  
WATER DISTRICT, hereinafter referred to as "District," and the  
COUNTY OF RIVERSIDE, CALIFORNIA, hereinafter referred to as the  
"County."

WITNESSETH:

2. WHEREAS, the United States has constructed a facility  
within the Coachella Division of the All-American Canal System,  
known as the Lake Cahuilla located on land owned by it and the  
District in Riverside County, California, which is operated and  
maintained by the District in connection with the Coachella  
Division, All-American Canal System of the Bureau of Reclamation,  
a Federal Reclamation Project; and

3. WHEREAS, the County by a Lease And Agreement between  
it and the United States of America acting by and through the  
Bureau of Reclamation Region 3 has leased certain lands owned by  
the United States upon which there has been constructed a facility  
known as Lake Cahuilla and adjacent and appurtenant facilities for  
maintenance and operation by the County as a public outdoor  
recreation area; and

4. WHEREAS, the District owns certain lands which are a  
part of Lake Cahuilla and adjacent and appurtenant facilities and  
lands; and

5. WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County desires to use the hereinafter-described land, which heretofore was withdrawn or acquired by the District in relation to the construction of Lake Cahuilla and which land also have public use values for recreation, fish and wildlife, and related purposes; and

6. WHEREAS, the District, and the County are desirous that recreation facilities be developed at and adjacent to Lake Cahuilla to be administered, operated, and maintained by the County; and

7. WHEREAS, this lease and agreement will not be incompatible with the primary purposes for which said land is being administered;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

8. Description of Land. Subject to the terms, conditions, exceptions, and reservations hereinafter set forth, the District leases the hereinafter-described land to County and agrees to the County's administering said land as a public outdoor recreational area, hereinafter called "recreation area," located in Riverside County, State of California, as shown on Drawing No. A-105 attached hereto and by reference made a part hereof. The description of the land covered by this lease and agreement is as set forth on Exhibit "A" hereto.

The District has heretofore filed an action in eminent domain being the case of Coachella Valley County Water District v.



Swigart, et al, Riverside Superior Court No. Indio 11772 wherein the District is condemning for purposes of the Lake Cahuilla development 5.79 acres. This land being so condemned constitutes a portion of the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian. If and when the District ever acquires title to said 5.79 acres, it shall automatically be included as part of the District lands being leased herein to the County subject to the same terms and conditions as set forth herein.

If and when the District ever acquires the fee title to any of the lands heretofore leased by the United States to the County under the Lease And Agreement under date of January 11, \_\_\_\_\_, 1971, heretofore referred to such lands shall then automatically be likewise included as District lands leased to the County pursuant to the terms and provisions of this lease and agreement.

9. Exceptions and Reservations. There are excepted and reserved from the District lands described in Exhibit "A" the following:

- (a) All rights-of-way which the District may hereafter grant for highways and roads, railroads, flood control, flowage area, irrigation works, pipelines, telephone and electric powerlines, and substation sites, or for other purposes authorized by law; Provided, however, That prior to the grant of any such rights-of-way, the District will consult and cooperate with the County for the purpose of



eliminating or minimizing conflict with improvements and operations of the County to the extent consistent with the best interests of the District, as determined by the General Manager/Chief Engineer, whose judgment shall be final.

(b) The rights of the District, its officers, agents, employees, successors, and assigns, to close or otherwise restrict public access at any time to the recreation area, or any portion of the leased premises, in the event of a national emergency, or whenever the District determines that such closure is necessary in the interest of project operations, public safety, or national security.

(c) The rights of the District, its officers, agents, employees, successors, and assigns to draw down and fill or to vary water levels in Lake Cahuilla, and to flood and seep the recreation area without any liability for damage to any improvements of the County or its permittees, licensees, or contractors.

(d) The rights of the District, its officers, agents, employees, successors, and assigns, at all proper times and places, freely to have ingress to, passage over, and egress from all of said land and Lake Cahuilla, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article and otherwise carrying out the operations of the District.



- (e) The right of the District to enter upon the recreation area for the purpose of removing unauthorized structures, facilities, and other improvements.

10. Irrigation Use Paramount. Recreation and wildlife uses of Lake Cahuilla are subordinate to the rights of the United States and the District relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between the United States and the District, dated October 15, 1934, No. 11r-781, as amended, and supplemented by contract, dated December 22, 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, some of the premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by the United States or the District to be necessary in connection with the construction, operation, or maintenance of Lake Cahuilla and appurtenant facilities situated thereon and thereat. The District's normal operation of Lake Cahuilla will require a drawdown of the water level in the lake during the weekdays and a filling of the lake on weekends. However, the water level may be fluctuated at any time by the District or the United States, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Project operations without notice or any liability



whatsoever. Further, no liability shall ensue to the District or the United States by reason of any changes in water levels due to floods or for any other reason.

11. Term of Agreement. The term of this lease and agreement shall be a period of fifty (50) years commencing on the date hereof unless sooner terminated as hereinafter provided.

12. Possession. The District is not and shall not at any time be obligated to place or maintain the County or any of its permittees, licensees, or contractors in actual possession of the recreation area or any part thereof. None of the obligations of the County hereunder, nor any of the rights of the District hereunder shall be affected by the inability for any reason of the County or any of its permittees, licensees, or contractors to obtain or retain possession of the recreation area or any part thereof. The County hereby expressly waives any rights to require the District to secure to the County or any of its permittees, licensees, or contractors the quiet possession of any of the recreation area.

13. General Development Plan. The County shall furnish the District, within ninety (90) days of the execution of this Agreement, a general development plan for the recreation area and other lands included in the general park area including the lands leased by the County from the United States pursuant to the Lease and Agreement of January 11, 1971, with accompanying maps showing location of existing and proposed roads, trails, parking and picnic areas, swimming beaches, boat ramps, buildings, and other developments.



Any changes in the plan shall be covered by amendments which also must be furnished to said District. The general development plan and any amendments of the plan will require the approval of the District before construction of improvements is initiated. The work contemplated hereunder shall be subject to inspection and approval of the District. In the administration and development of recreation at the terminal reservoir, the County and all parties acting under it shall follow the general development plan. All developments will be compatible with existing features.

14. Use of Recreation Area. The County shall construct, operate, and maintain on the recreation area and the other leased lands as part of the general park in accordance with the approved general development plan, roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreation uses. The County shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the recreation area and shall take all reasonable precautions and assist in the prevention, control, and suppression of fires in the vicinity of the areas of the premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the recreation area as are necessary and desirable to protect the health and safety of persons using the area, and for the preservation of law and order in the interest of public safety. The County shall not engage in or permit any activity within the recreation area or allow any omission therein which will interfere



with the safety, protection, and operation of the reservoirs for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of Lateral System 123.45 or Dikes 2 and 4 and future connecting pipes and structures.

15. Concessions. The County may issue and administer concessions and other agreements, licenses, and permits to persons, corporations, or associations for the purpose of making available services and facilities for the use and convenience of the visiting public and for the purpose of regulating the privileges granted. All such agreements, licenses, and permits shall be submitted to the District for review and approval before issuance; Provided, That such agreements, licenses, and permits shall be expressly made subject to all terms, conditions, exceptions, and reservations in this agreement. Said instruments shall recognize the primary purposes of the Coachella Division, All-American Canal System, and include releases to and for the District and the United States, their successors, assigns, officers, agents, and employees for and on account of the construction and operation and maintenance of Project works including, but not limited to, Lake Cahuilla and its inlet and outlet works. No license, concession, or other agreement or permit granted by the County shall transfer any rights in the land, and the rights given to the County to grant such licenses, concessions, and permits shall not be construed as rights to grant an interest in the land. The term of any license, permit, or contract granted or made by the Contractor shall not extend beyond the life of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for



public utility rights-of-way, grazing or agricultural uses, or for removal of materials or minerals.

16. Transfer of Concessioner's Interest. If any concessioner shall fail to perform under the terms of his license, permit, or agreement and thus subject his license, permit, or agreement to cancellation, or if he should cease to be authorized to conduct the operation provided for in his concession contract, and the County and the District determine that such operations are to be conducted by a successor, then:

- (a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor approved by the District, and the County; and
- (b) Such successor will be required, as a condition to the granting of a license, permit, or agreement to conduct such operations, to purchase such interest from the concessioner, and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility, or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for an item or items, such



amount will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the prospective purchaser shall each name one of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If during the term of this lease and agreement, any concessioner shall cease to be authorized to conduct the operations provided for in his concession agreement for any reason other than termination of his agreement by direct action of the County, and the County determines with the concurrence of the District, that such operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to his successor shall be controlled by the provisions of his concession agreement, with respect to which the District shall have no financial or other obligation whatsoever, except where the District is such successor.

17. Fees and Charges. The County may levy entry fees to the reservoir recreation area consistent with its investment in and its administrative responsibility for the area. It may also make reasonable charges or permit its authorized licensees, permittees, and concessioners to make such charges for the use of facilities within said area. The schedule of such entry and user

fees will be submitted to and approved in writing by the District.

18. Use of Revenues to Meet Costs. The County shall retain and expend only for the administration, development in accordance with the general development plan, and maintenance of the Coachella terminal reservoir recreation area as described herein, all receipts from licenses, permits, or contracts which it is authorized to issue or administer, and receipts from entry to and user fees within the reservoir area. The County shall accumulate in a special fund the excess of revenues over operation and maintenance expenditures, and all such funds will be expended for the development of recreational facilities in accordance with the general development plan for the entire park area. The County shall furnish to the District, not later than March 31 of each year, a report of all receipts, expenditures for operation, maintenance, and the development of facilities. The County shall maintain such accounting records as are necessary to satisfy the requirements of this lease and agreement and make them available for inspection by the Bureau of Reclamation and the District upon request.

19. Liability of Contractors, Licensees, and Permittees. The County shall require all contractors, licensees, permittees, and concessioners to carry such public liability, property damage, and products insurance as is customary among prudent operators for similar businesses under comparable circumstances, with the District to be named among the insured. Such policy or policies shall contain provisions that they will not be canceled or the provisions altered before thirty (30) days' written notice is given to the



County and the District by the Insurance Company.

20. Use of Water by the County. The District shall furnish to the County untreated water at the prevailing irrigation rate, pursuant to terms and conditions established by the District, for the watering of lawns, trees, shrubs and other recreation uses on the recreation area. Reports of the total water used each preceding year shall be furnished to the District on or before February 1 of each year. The District does not warrant the quality of such water. The County hereby expressly relieves and releases the District and their respective officers, agents, and employees from any liability or responsibility whatsoever for the quality, composition, or content of the water diverted by the County or for any lack of fitness of such water for any use thereof by the County or other users thereof.

21. Water Pollution Control.

(a) In the use of the recreation area and any contiguous land utilized in combination or conjunction with the recreation area, there shall not be discharged, disposed of, or permitted to escape, any water, sewage, sewage effluent, waste of any kind, or materials of any kind, either separately or in combination, in any place or manner, which might result in contamination or pollution of the terminal reservoir or any surface or underground stream or flow of water or other body of water either within or outside of the recreation area.

(b) The County shall promptly install and diligently operate such facilities as may be necessary to control the storage



or disposition of water, sewage, sewage effluent, waste of any kind, and other materials in order to comply with the provisions of Subarticle (a) above.

(c) The County shall promptly take all such reasonable precautions, including the installation of such control facilities as may be directed by the District; Provided, That nothing contained in this subarticle shall relieve the County of its obligations under Subarticles 21(a), (b), and (d) hereof without further notice from the District.

(d) In addition to the obligations to comply with the provisions of Subarticles (a), (b), and (c) above, the County shall comply fully with all applicable Federal law, orders, and regulations and the laws and regulations of the State of California, all as administered by appropriate authorities concerning the pollution of streams, canals, reservoirs, ground water or water courses, with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

## 22. Miscellaneous Conditions.

(a) The County shall cause the recreation area to be protected from erosion, and the vegetation and improvements thereon from fire and shall, at its own expense, do such reasonable things as may be directed by the District to prevent and control soil erosion caused by any improvements or use of the premises.

(b) No structures shall be built over existing irrigation system canals or laterals or flood control facilities without the approval of the District.



(c) The District assumes no responsibility for damages to property or injuries to persons which may arise from, or be incident to, the use and occupation of the recreation area, or damages to property, or injuries or death to the person of the County's officers, agents, contractors, or employees, or the officers, agents, contractors, or employees of any of the County's permittees, licensees, or others who may be on said recreation area at their invitation or the invitation of any one of them, arising from, or incident to, the regulations, storage, routing, and discharging of water within or through the reservoir, including flooding where applicable, or arising from or incident to any other activity of the United States and the District, their officers, agents, employees, successors, and assigns. The County hereby waives and releases any claim against the District, their officers, agents, employees, successors, and assigns, for any and all such damage or injuries, and hereby agrees to hold the United States and the District harmless against any and all such damages which directly or indirectly may accrue or result from occupation of the land by the County or any operations thereon.

(d) The District shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure belonging to said County, its licensees, permittees, or contractors, which may be constructed upon the recreation area, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the recreation area or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said

premises, whether belonging to the County or others, and whether such loss, injury, or damage results from fire or other cause.

(e) The land hereunder shall be used only for the purposes as stated in this lease and agreement and the abandonment, cessation, or change in said use shall be grounds for the cancellation of this lease and agreement upon written notice to that effect by the District.

(f) The County shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission any persons may be endangered or injured by use of the recreation area.

(g) County shall comply with all applicable Federal, State, and local laws and regulations now or hereafter promulgated.

(h) Nothing herein shall be construed or interpreted as authorizing the County, its agents or employees, to act as agent or representative for or on behalf of the District, or to incur any obligation of any kind on behalf of the District.

(i) The County shall permit free and ready access to the recreation area by the public, consistent with its administration thereof. However, such requirement will not prevent the County from making a charge for use of the designated recreation area as provided in Article 17.

(j) County shall post all areas set aside or developed for swimming purposes, advising the public that they swim at their own risk when lifeguards are not present.

(k) No private residential use of the premises other than management and administrative housing shall be allowed by the County.



23. Transfer of Agreement. No interest herein shall be transferred or assigned by the County to any other party without the written approval of the District.

24. Termination of Agreement. This lease and agreement shall terminate and all rights of County hereunder shall cease, and the County shall quietly and peaceably deliver to the United States possession of the recreation area in substantially the same condition as when taken, reasonable wear and damage by the elements and circumstances over which the County has no control excepted:

(a) At the expiration of the term as provided by Article 9 herein; or

(b) At any time during the term hereof at the election of the County by the giving of written notice to the District at least six (6) months prior to the effective date of such termination; or

(c) Upon the failure of the County to observe any of the conditions, exceptions, or reservations set out in this lease and agreement, the District shall give written notice to the County of the obligations that are in default or the provisions of this lease and agreement that have been violated and the County shall have ninety (90) days in which to correct the default or violation. Unless the County shall, in the opinion of the District, have corrected such default or violation, this lease and agreement shall terminate on the ninety-first (91st) day following service of the written notice herein provided.



Upon termination of this lease and agreement, the County shall have the right to remove from the recreation area any property it may have affixed thereto or installed thereon during the term hereof except facilities that have been installed through the expenditure of funds accumulated from fees assessed against public users.

Upon termination of this lease and agreement, the latter facilities shall be and become the property of the District. In the event of the failure of the County to remove any of its property from the recreation area within one hundred eighty (180) days after the date of termination of this lease and agreement, the said property shall become and remain the property of the District, and title thereto shall pass to the District, or the District may, at its option, perform such work as may be required to remove said property and restore the premises to their original condition and bill the County for the actual cost thereof. The County shall pay the amount of any such bill within ninety (90) days after the same is mailed to it at the post office address stated herein.

25. Notices.

(a) Any notice, demand, or request required or authorized by this lease and agreement to be given or made to or upon the District shall be deemed properly given or made if delivered, or mailed postage prepaid to the Coachella Valley County Water District, P. O. Box 1058, Coachella, California 92236.

(b) Any notice, demand, or request required or authorized by this agreement shall be deemed properly given or made if delivered, or mailed postage prepaid to Parks Department, County of Riverside, 3865 Orange Street, Riverside, California 92501.



(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

COACHELLA VALLEY COUNTY WATER DISTRICT

By John Kennedy  
President

By Paul D. [Signature]  
Secretary

COUNTY OF RIVERSIDE, BOARD OF SUPERVISORS,

ATTEST:

DONALD D. SULLIVAN, Clerk

By [Signature]  
Deputy

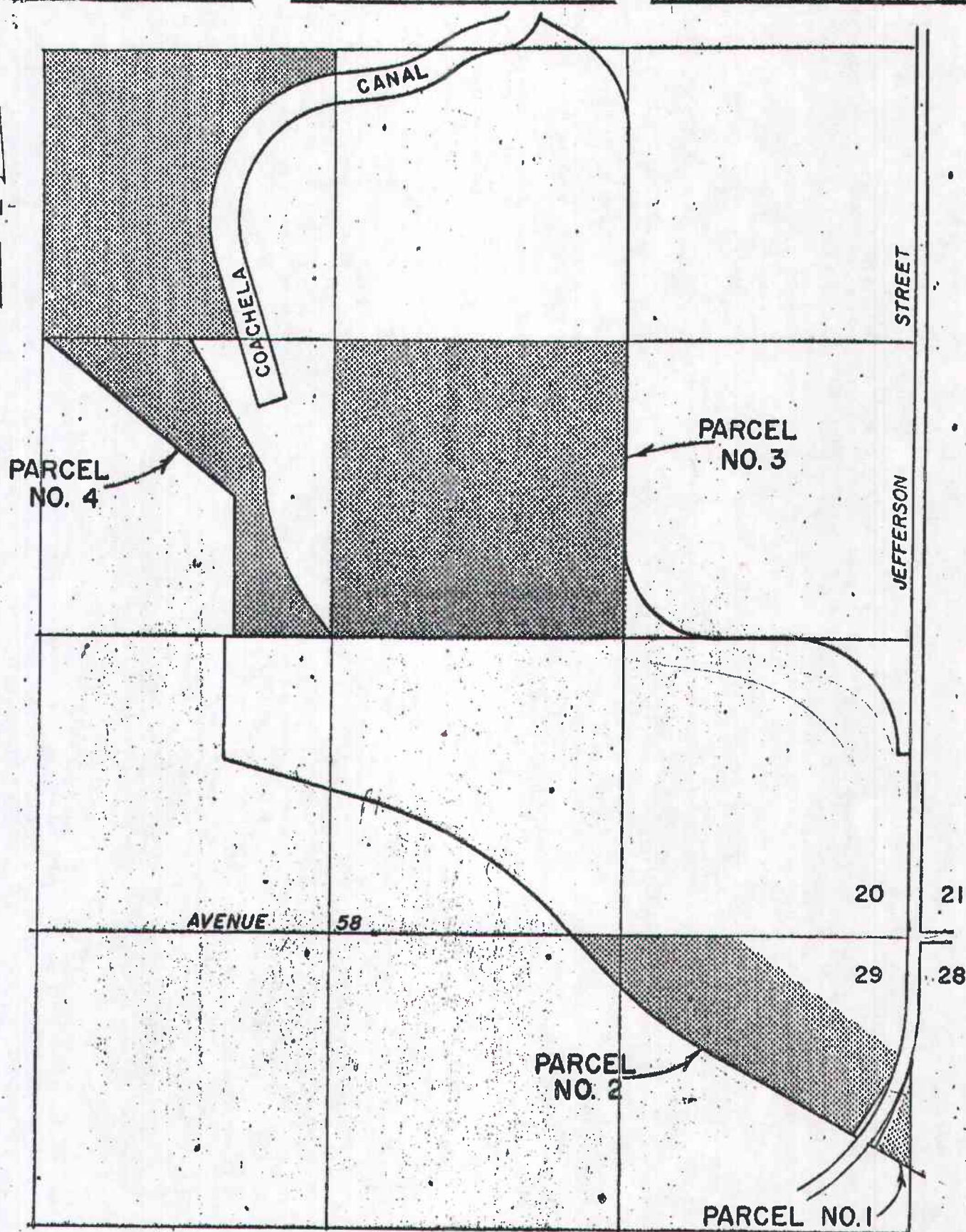
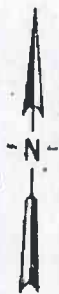
[Signature]  
CHAIRMAN OF THE BOARD OF SUPERVISORS

FORM APPROVED

MAR 17 1971

RAY T. SULLIVAN, JR.  
COUNTY COUNSEL





PORTION OF SECTIONS 20 & 29,  
T.6S., R.7E., S.B.B.&M.

 C.V.C.W.D. LAND

DRAWING NO. A-105



Parcel No. 1

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 575.00 feet to the true point of beginning,

Thence South  $00^{\circ} 04' 07''$  West along the East line of said Section 29, a distance of 420.12 feet to the North right of way line of Dike No. 2.

Thence continuing along said right of way line Northwesterly along the arc of a curve, concave to the left, having a radius of 2090.00 feet, through the control of  $04^{\circ} 38' 30''$ , a distance of 169.31 feet;

Thence North  $62^{\circ} 35' 53''$  West along the said right of way line, a distance of 6.99 feet to a point of a curve;

Thence Northeasterly along the arc of a curve, concave to the left, having a radius of 1000.00 feet, through the central angle of  $21^{\circ} 13' 28''$ , a distance of 370.44 feet to a point on the East line of said Section 29, said to be the point of beginning.

Parcel No. 2

A parcel of land in the Northeast quarter of Section 29, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 29, thence North  $89^{\circ} 57' 53''$  West along the North line of said Section 29, a distance of 884.09 feet to the true point of beginning;

Thence South  $57^{\circ} 05' 27''$  East, a distance of 977.31 feet to a point and curvature on the West right of way line of Jefferson Street;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius 970.00 feet, through a central angle of  $5^{\circ} 56' 55''$ , a distance of 100.71 feet;

EXHIBIT "A"



Thence South  $31^{\circ}59'02''$  West, 280.20 feet to a point on the North right of way line of Dike No. 2 as shown on Bureau of Reclamation drawing number 212-300-420 dated July 8, 1965;

Thence North  $62^{\circ}35'53''$  West, a distance of 738.24 feet along said right of way line to a point of curvature;

Thence continuing along said right of way line, along the arc of a curve, concave to the right, having a radius of 1910.00 feet, through a central angle of  $19^{\circ}07'30''$ , a distance of 637.55 feet;

Thence North  $43^{\circ}28'23''$  West along said right of way line, a distance of 195.07 feet to a point on the North line of said Section 29;

The South  $89^{\circ}57'53''$  East a distance of 687.44 feet along said North line to the true point of beginning.

Parcel No. 3

A parcel of land described as follows:

The Northwest quarter of the Southeast quarter of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, County of Riverside, State of California, containing 40.16 acres of land, more or less.

Parcel No. 4

A parcel of land in the West half of Section 20, Township 6 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Beginning at the Northeast corner of the Southeast quarter of the Northwest quarter, thence South  $00^{\circ}07'37''$  West a distance of 48.69 feet along East line of said quarter to a point of a curve on the Westerly right of way line of the Coachella Canal;

Thence continuing along said right of way line, along the arc of a curve concave to the left, having a radius of 652.96 feet, through a central angle of  $103^{\circ}04'36''$ , a distance of 1182.57 feet to a point of tangency;

Thence South  $16^{\circ}59'05''$  East along said right of way line a distance of 355.68 feet to a point, 453.98 feet West of the center quarter corner on the East-West midsection line of said Section 20;