

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



**ITEM: 3.11  
(ID # 15358)**

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Approval of Lease by and between the County of Riverside, a political subdivision of the State of California and March Joint Powers Authority, a joint powers authority located in the unincorporated area of Riverside, District 1. [\$10.00 - 100% General Fund] CEQA Exempt (Clerk of the Board to file the Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b) (3), the common sense exemption; and
2. Approve the Lease Agreement by and between the County of Riverside, a political subdivision of the State of California and March Joint Powers Authority, a joint powers authority, located in the unincorporated area of Riverside and authorize the Chair of the Board to execute the same on behalf of the County; and

Continued on page 2

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 6/11/2021


  
Robert Gunzel, Assistant Sheriff 6/12/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 20, 2021  
xc: FM, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

3. Authorize the Director of Facilities Management to Execute any documents related to or ancillary to the action; and
4. Authorize and direct the Clerk of the Board to file Notice of Exemption with five (5) business days.

<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>	\$1.00	\$1.00	\$10.00	\$ 0
<b>NET COUNTY COST</b>	\$1.00	\$1.00	\$10.00	\$ 0
<b>SOURCE OF FUNDS:</b> 100% General Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22-2031/32	

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

**BACKGROUND:**

**Summary**

March Joint Powers Authority (MJPA) has agreed to Lease to County a portion of APN 294-130-014 which is the entrance to Ben Clark Training Center (BCTC). Within this parcel is a water-tower which is highly visible and has become an icon for BCTC. The Sheriff's Department would like to add signage to the water tower to use as an entry and directional sign for all users of BCTC.

The terms of the agreement are as follows:

- Location: A portion of Assessors Parcel Number 294-130-014  
Northeast entrance to the Ben Clark Public Safety Training Center  
16791 Davis Avenue, Riverside County Unincorporated Area
- Acreage: Approximately .59 acres
- Lease Term: Ten (10) Years, commencing on close of escrow
- Options to Renew: Three (3) five year options to renew
- Consideration: \$1.00 per year, for a total of \$10.00

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

Right of

Termination: County has the right to terminate the lease with ninety (90) days advance written notice at anytime during the lease term

Use: For signage and additional land at base entrance

Pursuant to the California Environmental Quality Act (CEQA), the Contract was reviewed and determined to be categorically exempt from CEQA under CEQA guidelines 15301, Class 1- Existing Facilities. The proposed project, the Lease Agreement, is the use of the property involving existing facilities and no expansion of existing use will occur.

**Impact on Residents and Businesses**

The intended actions will assist visitors in identifying the entrance of BCTC will benefit the public for ease of direction to various training facilities at BCTC and will provide safety and security for all BCTC.

**Contract History and Price Reasonableness**

The Lease rate is deemed reasonable based upon the use by the Sheriff's Department.

**Attachments**

- Lease Agreement
- Notice of Exemption
- Aerial Map

CC:ar/06022021/011SH/30.467

  
Meghan Hahn, Administrative Analyst

7/9/2021

  
Gregory V. Priamos, Director County Counsel

6/17/2021



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

FOR COUNTY CLERK USE ONLY

COPY

## NOTICE OF EXEMPTION

May 21, 2021

**Project Name:** BCTC March JPA Water Tower Lease Agreement

**Project Number:** FM0412500011

**Project Location:** 16791 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; Assessor's Parcel Number (APN) 294-130-014

**Description of Project:** March Joint Powers Authority (MJPA) has agreed to Lease to the County of Riverside (County) a portion of parcel number 294-130-014, which is the entrance to Ben Clark Training Center (BCTC). Within this parcel, is a water tower which has become an icon for BCTC. Sheriff's would like to add signage to the water tower to use as directional signage for all users of BCTC. This Lease Agreement is a ten-year agreement with an option to extend for three additional terms of five years. The Lease Agreement with MJPA is defined as the proposed project under the California Environmental Quality Act (CEQA). The project entails granting use of existing water tower and land adjacent to BCTC for signage and wayfinding; no expansion of the existing facility will occur. 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, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Lease Agreement.

JUL 20 2021 3 11

- 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 agreement for the use of existing facilities adjacent to BCTC. The continued use of the water tower as a landmark icon for the facility and the addition of signage for wayfinding would not increase the capacity of the site, 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 proposed Lease Agreement with MJPA will not result in any direct or indirect physical environmental impacts. The use and operation of the leased area will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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: 5/21/21  
 Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Facilities Management



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: BCTC MIPA Water Tower Lease Agreement**

**Accounting String: 523360-47220-7200400000 - FM0412500011**


DATE: May 21, 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: Cindy Campos, Senior 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: May 21, 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 # FM 0412500011**  
BCTC MJPA Water Tower Lease Agreement

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

**MARCH JOINT POWERS AUTHORITY  
LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and entered into on this July 20 day of July 20, 2021 ("Effective Date"), is entered into between the MARCH JOINT POWERS AUTHORITY, a joint powers authority ("Lessor"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee"). Lessor and Lessee may be referred to in this Lease individually as "Party" or collectively as "Parties".

**RECITALS**

A. Lessor is the owner of certain real property located at Assessor's Parcel Number 294-130-014, in the County of Riverside, State of California ("the Property"), more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

B. Upon the terms and conditions set forth hereinafter, Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor for the purpose of providing additional land area near the entrance to the training center, and usage of a water tower for signage purposes.

**NOW THEREFORE**, the Parties agree as follows:

**AGREEMENT**

1. Property. Lessor leases to Lessee, and Lessee leases from Lessor the Property, as described in Exhibit A.

2. Term.

(a) Term. The term of this Lease shall be for a period of ten (10) years commencing as of the Effective Date ("Initial Term").

(b) Renewal. Lessee shall have the option to renew this Lease for three (3) additional term(s) of five (5) years, provided Lessee gives Lessor written notice of intent to renew the Lease at least sixty (60) days prior to the end of the Initial Term, but no more than 180 days prior to the end of the Initial Term ("Renewal Term"). The Initial Term and Renewal Term are referred to collectively herein as the "Term."

(c) Termination. Without limiting its ability to seek other remedies, either at law or in equity, either party may terminate this Lease and all of the obligations herein, at its option, upon the other party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party or, if such cure cannot be completed within thirty (30) days, the breaching party's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter failing to diligently prosecute such cure to completion.

In addition to the foregoing, Lessee shall have the right to terminate this Lease at any time during the Term, provided Lessee gives Lessor ninety (90) days advanced written notice. Said notice shall be sent comply with the provisions of Section



21 of this Lease and shall be deemed accepted upon delivery.

3. Rent.

(a) Base Lease Payments. Lessee shall pay to Lessor, as rent, the sum of one dollar (\$1.00) per year, for a total of \$10.00 (the "Base Lease Payment"). The Base Lease Payment shall be paid in full in advance upon execution of this Lease by the Parties.

(b) Renewal Term Rent. Upon the exercise of an option for a Renewal Term, Lessee shall pay to Lessor, as rent, the sum of [\$1.00] per year, for a total of [\$5.00] (the "Renewal Term Payment"). The Renewal Term Payment shall be paid in full in advance upon the commencement of the Renewal Term.

4. Use.

(a) Use. Lessee shall occupy and use the Property only for providing additional land area near the entrance to the training center, and usage of a water tower for signage purposes.

(b) Compliance with Law. Lessee shall, at all times and at Lessee's expense, comply with all applicable federal, state and local laws, rules, regulations, and orders, and all covenants and restrictions of record regulating the Property and Lessee's use of the Property. Lessee shall not use nor permit the use of the Property in any manner that will violate the same or disturb other property owners or tenants in the areas surrounding the Property.

(c) Condition of Property. Lessee has examined the Property and agrees to take possession in an "as is" condition. Lessee acknowledges and agrees that Lessor has made no representations, guarantees or warranties regarding the Property, or its fitness for any particular purpose, or regarding any common areas or improvements thereon, nor has Lessor made representations, guarantees or warranties regarding whether the Property and common areas and improvements thereon comply with applicable laws, rules, regulations, orders, or any covenants or restrictions of record in effect at the Effective Date of this Lease. Lessee assumes all responsibility regarding the legal use and adaptability of the Property and compliance with all applicable laws, rules, regulations, orders and covenants or record in effect during the Term of this Lease relating to the Property except as otherwise specifically stated in this Lease.

5. Hazardous Waste and Trash Disposal. Lessee shall not use, generate, store or dispose of any Hazardous Materials on the Property or permit the contamination of the Property by Hazardous Materials. For the purpose of this section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. sections 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*; the Federal Water Pollution Control Act,



33 U.S.C. sections 1317, *et seq.*; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time. Notwithstanding any other provision of this Lease, Lessee agrees to comply promptly, and at Lessee's sole cost, with all applicable federal, state and local laws, rules regulations, permits and orders governing the use, management, storage, handling, cleanup, removal, disposal and shipping of Hazardous Materials. Lessee shall dispose of all trash and waste generated at the Property in a trash container at a location designated by Lessor.

6. Special Conditions. [RESERVED]

7. Lessee's Repair and Maintenance Obligations. Lessee shall keep in good order, condition and repair, and shall replace, if necessary, the Property and every part thereof, structural and nonstructural occupied or used by Lessee, whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, or the age of such portion of the Property.

8. Surrender. On the last day of the Term of this Lease, or on the date this Lease is earlier terminated, Lessee shall surrender the Property to Lessor in the same condition as when received, ordinary wear and tear and damage by casualty excepted, clean and free of debris. Lessee shall remove all trade fixtures, furnishings and equipment owned by Lessee and shall repair any damage to the Property occasioned by the installation or removal of Lessee's trade fixtures, furnishings and equipment.

9. Lessor's Right to Undertake Lessee's Obligations. If Lessee fails to perform any of Lessee's obligations under any paragraph of this Lease, Lessor may, at its option (but shall not be required to), enter upon the Property after ten (10) days' prior written notice to Lessee (except in the case of an emergency, as determined by Lessor, in its sole discretion, in which case no notice shall be required), and perform such obligations on Lessee's behalf. Any costs incurred by Lessor pursuant to this Paragraph, including interest thereon, shall become due and payable to Lessor together with Lessee's next rent installment.

10. Damage to Property. In the event that repairs are necessary to alleviate structural hazards because the Property is damaged by circumstances not caused by the negligence or willful misconduct of Lessee, its employees, contractors, agents, invitees or guests, Lessee shall inform Lessor in writing of such necessity. Lessor shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs. Lessee expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Property in good order, condition and repair.

11. Alterations and Additions. Lessee shall have the right to make improvements to the Property, including but not limited to landscaping, fencing and other related improvements. Additionally, Lessee shall have the right to install signage on the water tower located on the Property. Lessee shall also have the right to install cell tower equipment and/or contract with third parties for cell equipment and antenna installation on



the water tower and/or the Property. If Lessor authorizes any alterations, improvements, or additions, all such improvements shall be Lessee's sole responsibility and shall be installed and removed at Lessee's sole cost and expense. Upon the removal of any improvement, alteration, or addition, Lessee shall restore the Property to its prior condition.

12. Release of Claim For Relocation Benefits. Lessee hereby acknowledges and agrees that Lessee has no claim or right to relocation benefits or compensation of any kind or nature upon termination of this Lease for any reason, even if such termination was made by the unilateral election of Lessor in its sole discretion. Lessee expressly waives any and all claims or rights to receive relocation benefits or compensation of any kind or nature. Lessee acknowledges that Lessor would not enter into this Lease but for this acknowledgment and waiver by Lessee. During any period of repair or reconstruction by Lessor during the Term of this Lease that requires Lessee to vacate the Property, Lessor shall be under no obligation to provide alternative space to Lessee, but Lessee shall be relieved of the obligation to pay rent during such time that Lessee is unable to utilize the Property. Lessee shall vacate the Property within sixty (60) days' written notice to vacate for such purpose and shall be solely responsible for all costs of vacating from and relocating to reconstructed or newly constructed space, if any is available.

13. Insurance.

(a) Self-Insurance. Lessee maintains funded programs of Self-Insurance. Lessee shall provide to Lessor, a Certificate of Self-Insurance evidencing Lessee's Self-Insurance for the following coverage, if so requested by Lessor as follows:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	\$1,000,000 per occurrence for bodily injury or disease

14. Indemnification and Release.

(a) Indemnification. Lessee shall indemnify, defend and hold harmless Lessor, its agents, employees, agents, representatives and independent contractors (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all claims, losses, damages or liabilities of any kind or nature, including claims for damage to property or persons, including wrongful death ("Claim"), arising from or in connection with any act or omission of Lessee, including Lessee's active and passive negligence or Lessee's use of the Property or Property under this Lease, including, without limitation, any activity, work or things done, permitted or suffered by Lessee in or about the Property or elsewhere on the Property and any breach or default by Lessee of this Lease. If any action or proceeding is brought against Lessor by reason of any such



Claim, Lessee's obligation to defend the same shall be done with counsel approved in advance by Lessor.

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

(c) Section 14 shall survive the expiration or earlier termination of this Lease until all claims against the Indemnitees involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statute of limitations.

15. Utilities. There are currently no utilities on the Property. In the event that Lessee should desire utility service on the Property, Lessee shall arrange and timely pay for all gas, heat, light, disposal, power, and any other utilities and services needed or supplied to the Property, together with any taxes thereon.

16. Assignment and Subletting.

(a) Except as otherwise provided below, Lessee shall not convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Property during the Term of this Lease, nor allow any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Property, or any portion thereof, without Lessor's prior written consent, which may be refused in Lessor's sole discretion.

(b) Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, or encumbrance shall be void where such consent has not been obtained and the original Lessee shall remain responsible for any unpaid rents, fines, fees, or other liabilities arising from or related to the Property.

(c) Any subletting approved by Lessor shall not relieve Lessee of any of its obligations or liabilities under this Lease, and both Lessee and any subsequent assignor(s) and lessor(s) will be deemed to be bound by this Lease.

(d) Any dissolution, merger, consolidation, or other reorganization of Lessee or sale which results in a change of controlling persons shall be deemed an assignment of this Lease. Any such assignment or subletting without advance written consent of Lessor shall be void, and shall, at the option of the Lessor, constitute a default under the terms of this Lease.

17. Defaults and Remedies.

(a) Defaults. In addition to those items already designated to be a breach or default of this Lease elsewhere in the Lease, the occurrence of any of the following events shall be a material breach of this Lease and shall constitute an event of default:

i. Abandonment, vacation, or surrender of the Property by Lessee without Lessor's prior written consent (failure to occupy and/or operate the Property for ten (10) consecutive days shall be deemed an abandonment and vacation, unless at least ten (10) days before failing to occupy or operate the Property Lessee gives Lessor written notice that Lessee intends to continue using the Property and will continue



maintaining the Property while it is vacant, or the dispossession of Lessee from the Property (other than by Lessor by process of law or otherwise).

ii. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, if the failure has continued for a period of ten (10) days after Lessor demands in writing that Lessee cure the failure, provided however, that if the nature of Lessee's default is such that more than ten (10) days are reasonably required for its cure, in Lessor's sole discretion, Lessee shall not be deemed to be in default if Lessee commenced such cure within said 10-day period and thereafter diligently prosecutes such cure to completion to the satisfaction of Lessor.

iii. The making by Lessee of any general arrangement or assignment for the benefit of any creditor, Lessee becoming a "debtor" as defined in 11 U.S.C. 101; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(b) Remedies. In the event of any such material breach or default by Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach, do any of the following:

i. Terminate the Lease on thirty (30) days' written notice to Lessee, in which case Lessee shall immediately surrender possession of the Property to Lessor on the termination date specified by Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any; expenses of reletting, including necessary renovation and alteration of the Property, reasonable attorneys' fees, and any real estate commission actually paid in connection with such reletting; the value of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessor proves could not reasonably be avoided; and that portion of the leasing commission, if any, paid by Lessor for the unexpired Term of this Lease.

ii. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned or vacated the Property. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

iii. Pursue any other remedy available to Lessor at law or in equity.



18. Possessory Interest Tax. Lessee hereby recognizes that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of property taxes levied on such interest.

19. Severability. If any portion of this Lease is ruled by a court of competent jurisdiction to be invalid, the remaining portions shall remain in full force and effect.

20. Entire Agreement; Amendments. This Lease contains all agreements of the Parties with respect to the Property. No prior agreement or understanding pertaining to any such matter shall be effective, whether oral or in writing. This Lease may only be modified in writing, signed by the Parties.

21. Notices. Any notice required or permitted to be given under this Lease shall be in writing and given by personal delivery or by first class mail to the address and person below. Either Party may, by notice to the other, specify a different address for notice purposes. Notice given by personal delivery shall be deemed received upon personal delivery. Notice given by mail shall be deemed received three (3) days after deposit in the U.S. Mail.

Lessor:	March Joint Powers Authority 14205 Meridian Parkway, Suite 140 Riverside, California 92518 Attention: Dr. Danielle Kelly, Executive Director
Lessee:	County of Riverside Facilities Management Department 313 Mission Inn Avenue Riverside, California 92507 Attention: Deputy Director, Real Estate

22. Waivers. The waiver or failure to enforce any provision of this Lease by Lessor shall not be deemed to be a waiver of any future breach of that same provision or of any other provision of this Lease. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any provision of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

23. Holding Over. Lessee has no right to retain possession of the Property or any part thereof beyond the expiration or termination of this Lease. If Lessee, with Lessor's consent, remains in possession of the Property or any part of the Property after the expiration or termination of the Term of this Lease, such occupancy shall be a tenancy from month to month subject to all the provisions of this Lease.



24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies available at law or in equity.

25. Binding Effect; Choice of Law. This Lease shall be binding upon and inure to the benefit of the Parties, their personal representatives, heirs, successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

26. Attorneys' Fees and Costs. If either Party brings an action to enforce the Terms of this Lease or declare the rights of the Parties under this Lease, the prevailing Party shall be entitled to recover all costs and expenses incurred in such action, including reasonable attorneys' fees as fixed by the court or arbitrators.

27. Right to Enter Property. Lessor and Lessor's agents shall have the right to enter the Property, at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Property or Property as Lessor may deem necessary or desirable. Lessor may, at any time, place on or about the Property any "For Sale" signs and Lessor may, at any time, during the last 120 days of the Term of this Lease place on or about the Property any "For Lease" signs.

28. Nondiscrimination. Lessee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Property, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of employees, contractors or vendors in the Property.

29. Quiet Possession. Upon Lessee's payment of the rent for the Property and observing and performing all of the covenants, conditions and provisions to be observed and performed under this Lease, Lessee shall be entitled to have quiet possession of the Property for the Term of this Lease subject to all of the provisions of this Lease.

30. Third-Party Beneficiaries. There are no intended or incidental third-party beneficiaries of this Agreement.

31. Headings. Any headings of, the sections or subsections of this Lease are solely for the convenience of the Parties hereto, are not part of this Lease, and shall not be used for the interpretation or determination of the validity of this Lease or any provision hereof.

32. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument and a fully executed Lease.

33. Authority to Execute. The individuals executing this Lease on behalf of each Party represent and warrant that they are fully authorized and legally capable of executing this Lease on behalf of that respective Party and binding that Party thereto.

**[Signatures to Lease Agreement on Next Page]**



**SIGNATURE PAGE TO LEASE AGREEMENT  
BETWEEN  
THE MARCH JOINT POWERS AUTHORITY AND  
COUNTY OF RIVERSIDE**

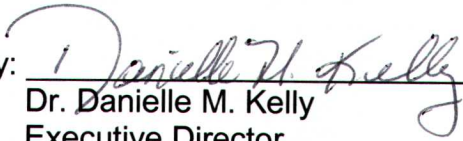
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

**LESSOR:**

**LESSEE:**

**MARCH JOINT POWERS  
AUTHORITY**, a joint powers  
authority

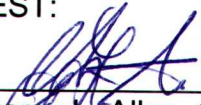
**COUNTY OF RIVERSIDE**, a  
political subdivision of the State  
of California

By:   
Dr. Danielle M. Kelly  
Executive Director

By:   
Karen Spiegel, Chair  
Board of Supervisors

**ATTEST:**


**ATTEST:**

By:   
Carey L. Allen, CMC  
Clerk

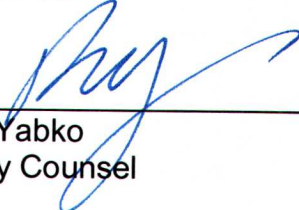
By:   
Kecia R. Harper  
Clerk of the Board

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By:   
Best Best & Krieger LLP  
General Counsel

Gregory P. Priamos  
County Counsel

By:   
Ryan Yabko  
County Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
[Insert behind this page]**



EXHIBIT "A"  
BCTC Entrance and Water Tower Parcels

