

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



**ITEM: 3.22**  
(ID # 21763)

**MEETING DATE:**

Tuesday, August 01, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Revenue Lease between the County of Riverside and Corona-Norco Family Young Men's Christian Association, 9254 Galena Street, Glen Avon, CA 92509, 10-Year Lease, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 2. [\$0] (Clerk to file 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 State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the attached Revenue Lease between the County of Riverside and Corona-Norco Family Young Men's Christian Association, a California non-profit corporation, and authorize the Chair of the Board to execute the same on behalf of the County;

**Continued to page 2**

**ACTION:Policy**

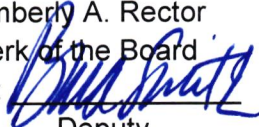
  
Rose Salgado, Director of Facilities Management 7/12/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 1, 2023  
xc: FM-RE, Recorder

Kimberly A. Rector  
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, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

<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	\$
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$
<b>SOURCE OF FUNDS:</b> Revenue lease			<b>Budget Adjustment:</b> NA	
			<b>For Fiscal Year:</b> 22/23 – 32/33	

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

**BACKGROUND:**

**Summary**

On May 29, 2013, the County of Riverside entered into a revenue lease agreement with Corona-Norco Family Young Men’s Christian Association (“Lessee”) for the premises located at 9254 Galena Street, Glen Avon, California, 92509 (Assessor’s Parcel Number: 167-160-023) (“Property”).

The County and the Lessee now desire to continue the use of the Property for an additional term of ten (10) years effective May 29, 2023, through May 28, 2033, as the Corona-Norco Family YMCA continues to benefit the residents of Riverside County. Being presented for Board of Supervisor’s consideration is an updated and new revenue lease agreement (“Revenue Lease”) which include changes to the terms.

Pursuant to the California Environmental Quality Act (CEQA), the Revenue Lease was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), “Common Sense” Exemption. The proposed project, the Revenue Lease, is the letting of property involving existing facilities.

The new Revenue Lease is summarized as follows:

Lessor: Corona-Norco Family YMCA  
1331 River Road  
Corona, CA 92880

Premises: 9254 Galena Street, Glen Avon, California, 92509

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

Term: Ten (10) years, commencing May 29, 2023, and expiring May 28, 2033

Option To Extend: Two (2), one (1) year options to extend

Rent Revenue: \$1.00 per year

Maintenance: Provided by Lessee

Custodial: Provided by Lessee

Utilities: Provided by Lessee

This Revenue Lease has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

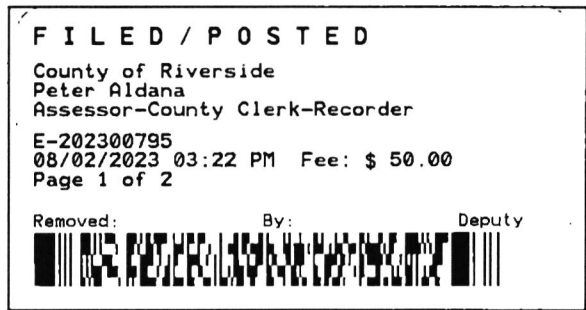
The Corona-Norco Family YMCA provides community youth developmental programs that are designed to help youth optimize their personal, social, and vocational competency in order to live successfully in the community. Activities are determined by the needs of the individual served. The youth served are active partners in all aspects of these programs. This facility and its operations will also continue to provide positive economic impact to the area.

**Attachments:**

- Lease Agreement
- Notice of Exemption
- Aerial

  
Aaron Gettis, Deputy County Counsel 7/19/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Second Floor, Riverside, CA



## NOTICE OF EXEMPTION

July 18, 2023

**Project Name:** Revenue Lease Agreement with Corona-Norco Family Young Men's Christian Association at 9254 Galena Street, Glen Avon

**Project Number:** FM047611055000

**Project Location:** 9254 Galena Street, west of Felspar Street, Glen Avon, California 92509 Assessor's Parcel Number (APN): 167-160-023

**Description of Project:** On May 29, 2013, the County of Riverside entered into a revenue lease agreement with Corona-Norco family Young Men's Christina Association (YMCA) for the premises located at, 9254 Galena Street, Glen Avon, California, 92509 (APN: 167-160-023).

The County and YMCA desire to continue the use of the property as the YMCA continues to benefit the residents of Riverside County. The County is seeking an updated and new revenue lease agreement for an additional term of ten years effective May 29, 2023, through May 28, 2033.

The Revenue Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide services to the community. The Lease will not result in an increase in capacity or the intensity of the use of the site. 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

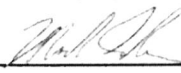
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Revenue Lease Agreement.

AUG 01 2023 3.22

- **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 a new Revenue Lease Agreement to continue services at an existing facility. The continuation of these services will result in the ongoing use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the extension of term and no expansion of public services would occur. 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 Revenue Lease, which will extend the term of use, will not result in any direct or indirect physical environmental impacts. The use and operation of the facility 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: 7-18-2023  
 Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Facilities Management



1           **4.     Term.** This Revenue Lease shall be for a period of ten (10) years,  
2 commencing May 29<sup>th</sup>, 2023 and ending May 28<sup>th</sup>, 2033.

3           **5.     Holding Over.** Any holding over by County after the expiration of said  
4 term or any extension thereof shall be deemed a month to month tenancy upon the  
5 same term and conditions of this Lease.

6           **6.     Options to Extend.**

7           (a) County grants to Lessee two (2), one (1) year option(s) to extend  
8 the Revenue Lease term ("Option(s)"). Each extension option shall be for a period of  
9 one (1) year ("Extended Term"), subject to the conditions described in this Paragraph  
10 6.

11           (b) The Option(s) shall be exercised by Lessee delivering to County  
12 written notice thereof no later than ninety (90) days prior to the expiration of the original  
13 term of the Revenue Lease or Extended Term.

14           (c) The rent payable by Lessee during any Extended Term shall be  
15 \$1.00 payable to County upon exercise of the respective Option(s).

16           **7.     Rent.**

17           (a) Lessee shall pay the sum of \$1.00 for the term of this lease  
18 payable upon execution of this Revenue Lease to County as rent for the leased  
19 Premises.

20           **8.     On-Site Improvements by Lessee.**

21           (a) Any alterations, improvements or installation of fixtures to be  
22 undertaken by Lessee shall have the prior written consent of County after Lessee has  
23 submitted proposed plans for such alterations, improvements or fixtures to County in  
24 writing.

25           (b) All alterations and improvements to be made, and fixtures  
26 installed, or caused to be made and installed, by Lessee shall become the property of  
27 County with the exception of trade fixtures as such term is used in Section 1019 of the  
28 Civil Code. At or prior to the expiration of this Revenue Lease, Lessee may remove

1 such trade fixtures; provided, however, that such removal does not cause injury or  
2 damage to the leased Premises, or in the event it does, Lessee shall restore the  
3 Premises to their original shape and condition as nearly as practicable. In the event  
4 such trade fixtures are not removed, County may, at its election, either: (1) remove and  
5 store such fixtures and restore the Premises for the account of Lessee, and in such  
6 event, Lessee shall within thirty (30) days after billing and accounting therefore  
7 reimburse County for the costs so incurred, or (2) take and hold such fixtures as its  
8 sole property.

9       **9. Signs.** Lessee shall not erect, maintain, or display any signs or other  
10 forms of advertising upon the leased Premises without first obtaining the written  
11 approval of County, which approval shall not be unreasonably withheld.

12       **10. Utilities.**

13           (a) Lessee shall provide and pay for all utilities.

14           (b) Lessee shall provide and pay for all telephone services.

15       **11. Maintenance.**

16           (a) Lessee shall be responsible for all maintenance of the leased  
17 Premises.

18           (b) Lessee shall also be responsible for providing routine monitoring  
19 and maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler  
20 system, if applicable.

21           (c) In addition, Lessee shall maintain the mechanical room and other  
22 major equipment connected to this facility. Lessee shall provide access to the  
23 mechanical and equipment rooms for County staff in the event it is necessary for  
24 County to inspect these areas.

25           (d) In the event any damage or injury to the leased Premises is  
26 caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests,  
27 invitees, subcontractors or independent contractors, any repairs made, or caused to be  
28 made by County as may be necessary to restore the leased Premises as a result of



1 such damage or injury shall be paid forthwith by Lessee to County upon a billing and  
2 accounting thereof, in writing, by County to Lessee.

3 **12. Custodial Services.** Lessee shall provide, or cause to be provided, and  
4 pay for all custodial services in connection with the leased Premises.

5 **13. Inspection of Premises.** County, through its duly authorized agents,  
6 shall have the right to enter the leased Premises for the purpose of inspecting,  
7 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of  
8 doing any and all things which it is obligated and has a right to do under this Revenue  
9 Lease.

10 **14. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of  
11 the leased Premises so long as it shall fully and faithfully perform the terms and  
12 conditions that it is required to do under this Revenue Lease.

13 **15. Compliance with Government Regulations.** Lessee shall, at Lessee's  
14 sole cost and expense, comply with the requirements of all local, state and federal  
15 statutes, regulations, rules, ordinances and orders now in force or which may be  
16 hereafter in force, pertaining to the leased Premises. The final judgment, decree or  
17 order of any court of competent jurisdiction, or the admission of Lessee in any action or  
18 proceedings against Lessee, whether Lessee be a party thereto or not, that Lessee  
19 has violated any such statutes, regulations, rules, ordinances or orders, in the use of  
20 the leased Premises, shall be conclusive of that fact as between County and Lessee.

21 **16. Termination by County.** County shall have the right to terminate this  
22 Revenue Lease forthwith:

23 (a) In the event a petition is filed for voluntary or involuntary  
24 bankruptcy for the adjudication of Lessee as debtors.

25 (b) In the event that Lessee makes a general assignment, or Lessee's  
26 interest hereunder is assigned involuntarily or by operation of law, for the benefit of  
27 creditors.

28 (c) In the event of abandonment of the leased Premises by Lessee.

1 (d) In the event Lessee fails or refuses to perform, keep or observe  
2 any of Lessee's duties or obligations hereunder; provided, however, that Lessee shall  
3 have thirty (30) days in which to correct Lessee's breach or default after written notice  
4 thereof has been served on Lessee by County.

5 (e) Without cause upon sixty (60) days' written notice served upon the  
6 Lessee.

7 (f) In the event Lessee's license(s) with the State of California or any  
8 of them to provide the services set forth in Paragraph 35, herein are/is terminated or  
9 expires.

10 **17. Termination by Lessee.** Lessee shall have the right to terminate this  
11 Revenue Lease:

12 (a) In the event County fails to perform, keep or observe any of its  
13 duties or obligations hereunder; provided, however, that County shall have thirty (30)  
14 days in which to correct its breach or default after written notice thereof has been  
15 served on it by Lessee; provided, further, however, that in the event such breach or  
16 default is not corrected, Lessee may elect to terminate this Revenue Lease in its  
17 entirety or as to any portion of the Premises affected thereby, and such election shall  
18 be given by an additional fifteen (15) days written notice to County.

19 (b) Without cause upon sixty (60) days' written notice served upon the  
20 County.

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

1 (a) Workers' Compensation. If Lessee has employees as defined by  
2 the State of California, they shall procure and maintain Workers' Compensation  
3 Insurance, in full compliance with the Workers' Compensation and Occupational Disease  
4 Laws of all authorities having jurisdiction over the Property. Such policy shall include  
5 Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not  
6 less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall  
7 provide a Waiver of Subrogation in favor of the County

8 (b) Comprehensive General Liability. Commercial General Liability  
9 insurance coverage, including but not limited to, premises liability, unmodified  
10 contractual liability, products and completed operations liability, personal and  
11 advertising injury, and cross liability coverage, covering claims which may arise from or  
12 out of Lessee's performance of its obligations hereunder. Policy shall name the  
13 COUNTY as Additional Insured. Policy's limit of liability shall not be less than  
14 \$2,000,000 per occurrence combined single limit. If such insurance contains a general  
15 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
16 times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

17 (c) Vehicle Liability. If vehicles or mobile equipment are used in the  
18 performance of the obligations under this Agreement, then Lessee shall maintain liability  
19 insurance for all owned, non-owned or hired vehicles so used in an amount not less  
20 than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
21 general aggregate limit, it shall apply separately to this agreement or be no less than  
22 two (2) times the occurrence limit. Policy shall name the COUNTY as Additional  
23 Insureds.

24 (d) General Insurance Provisions - All lines:

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

(2) The insurance requirements contained in this Agreement may  
be met with a program(s) of self-insurance. LESSEE must declare its insurance self-

1 insured retention for each coverage required herein. If any such self-insured retention  
2 exceeds \$500,000 per occurrence each such retention shall have the prior written  
3 consent of the County Risk Manager before the commencement of operations under  
4 this Agreement. Upon notification of self-insured retention unacceptable to the  
5 COUNTY, and at the election of the County's Risk Manager, LESSEE'S carriers shall  
6 either; 1) reduce or eliminate such self-insured retention as respects this Agreement  
7 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
8 related investigations, claims administration, and defense costs and expenses.

9 (3) Lessee shall cause Lessee's insurance carrier(s) to furnish the  
10 County of Riverside with a properly executed Certificate(s) of Insurance and copies of  
11 Endorsements effecting coverage as required herein. Further, said Certificate(s) and  
12 policies of insurance shall contain the covenant of the insurance carrier(s) that a  
13 minimum of thirty (30) days written notice shall be given to the County of Riverside prior  
14 to any material modification, cancellation, expiration or reduction in coverage of such  
15 insurance. If Lessee insurance carrier(s) policies does not meet the minimum notice  
16 requirement found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a  
17 30-day Notice of Cancellation Endorsement.

18 (4) In the event of a material modification, cancellation, expiration,  
19 or reduction in coverage, this Agreement shall terminate forthwith, unless the County of  
20 Riverside receives, prior to such effective date, another properly executed Certificate of  
21 Insurance and copies of endorsements evidencing coverage's set forth herein and the  
22 insurance required herein is in full force and effect. County shall not commence  
23 operations until the COUNTY has been furnished Certificate(s) of Insurance and copies  
24 of endorsements. An individual authorized by the insurance carrier to do so on its behalf  
25 shall sign the original endorsements for each policy and the Certificate of Insurance.

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

(6) COUNTY reserves the right to require that Lessee adjust the  
monetary limits of insurance coverage as required in this Section 18 herein every fifth

1 (5th) year during the term of this Agreement or any extension thereof, subject to ninety  
2 (90) days written notice to County of such adjustment, in the event that COUNTY  
3 reasonably determines that the then existing monetary limits of insurance coverage are  
4 no longer consistent with those monetary limits of insurance coverage generally  
5 prevailing in the Riverside COUNTY area for facilities comparable to the Property;  
6 provided, however, that any adjustment shall not increase the monetary limits of  
7 insurance coverage for the preceding five (5) years in excess of fifty percent (50%)  
8 thereof.

9 (7) Lessee shall pass down the insurance obligations contained  
10 herein to all tiers of subcontractors working under this Agreement.

11 (8) Lessee agrees to notify County of any claim by a third party  
12 or any incident or event that may give rise to a claim arising from the performance of  
13 this Agreement.

14 **19. Hold Harmless.** Except as otherwise provided herein, County represents  
15 that it has inspected the Property, accepts the condition and fully assumes any and all  
16 risks incidental to the use thereof. County shall not be liable to Lessee, its agents,  
17 employees, subcontractors or independent contractors for any personal injury or  
18 property damage suffered by them which may result from hidden, latent or other  
19 dangerous conditions in, on, upon or within the property unknown to the County, its  
20 officers, agents or employees.

21 Lessee shall indemnify and hold harmless the County of Riverside, its Agencies,  
22 Districts, Special Districts, and Departments, their respective directors, its officers,  
23 Board of Supervisors, agents, employees, elected or appointed officials, agents or  
24 representatives and independent contractors (individually and collectively hereinafter  
25 referred to as Indemnitees) free and harmless from any liability whatsoever, based on  
26 asserted upon any act or omission of Lessee, its officers, agents, employees,  
27 subcontractors and independent contractors for property damage, bodily injury, or death  
28 (County's employees included) or any other element of damage of any kind or nature,  
relating to or in any way connected with or arising from its use, occupancy or operation  
of the Premises, and Lessee, shall defend, at its expense, including attorney fees,  
Indemnitees in any legal action based upon such alleged acts or omissions. With

1 respect to any action or claim subject to indemnification herein by Lessee, Lessee shall,  
2 at their sole cost, have the right to use counsel of their own choice and shall have the  
3 right to adjust, settle, or compromise any such action or claim without the prior consent  
4 of County; provided, however, that any such adjustment, settlement or compromise in  
5 no manner whatsoever limits or circumscribes Lessee's indemnification to Indemnitees  
6 as set forth herein. Lessee's obligation hereunder shall be satisfied when Lessee has  
7 provided to County the appropriate form of dismissal relieving COUNTY from any  
8 liability for the action or claim involved. The specified insurance limits required in this  
9 Agreement shall in no way limit or circumscribe LESSOR obligations to indemnify and  
hold harmless the Indemnitees herein from third party claims

10 **20. Assignment.** Lessee cannot assign, sublet, mortgage, hypothecate or  
11 otherwise transfer in any manner any of its rights, duties or obligations hereunder to  
12 any person or entity without the written consent of County being first obtained, which  
13 consent shall be in the absolute discretion of County. In the event of any such transfer,  
14 as provided in this Paragraph, Lessee expressly understands and agrees that it shall  
15 remain liable with respect to any and all of the obligations and duties contained in this  
16 Revenue Lease.

17 **21. Toxic Materials.** During the term of the Revenue Lease and any  
18 extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or  
19 regulation, relating to industrial hygiene or to the environmental condition on, under or  
20 about the leased Premises, including, but not limited to, soil and groundwater  
21 conditions. Further, Lessee, its successors, assigns and sublessees, shall not use,  
22 generate, manufacture, produce, store or dispose of on, under or about the leased  
23 Premises or transport to or from the leased Premises any flammable explosives,  
24 asbestos, radioactive materials, hazardous wastes, toxic substances or related  
25 injurious materials, whether injurious by themselves or in combination with other  
26 materials (collectively, "hazardous substances," "hazardous materials" or "toxic  
27 substances") in the Comprehensive Environmental Response, Compensation and  
28

1 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous  
2 Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource  
3 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those  
4 substances defined as "Hazardous Wastes" in Section 25117 of the California Health  
5 and Safety Code or as "Hazardous Substances" in Section 25316 of the California  
6 Health and Safety Code; and in the regulations adopted in publications promulgated  
7 pursuant to said laws.

8       **22. Free From Liens.** Lessee shall pay, when due, all sums of money that  
9 may become due for any labor, services, material, supplies, or equipment, alleged to  
10 have been furnished or to be furnished to Lessee, in, upon, or about the leased  
11 Premises, and which may be secured by a mechanic's, material man's or other lien  
12 against the leased Premises or County's interest therein, and will cause each such lien  
13 to be fully discharged and released at the time the performance of any obligation  
14 secured by such lien matures or becomes due; provided, however, that if Lessee  
15 desires to contest any such lien, it may do so, but notwithstanding any such contest, if  
16 such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so  
17 stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
18 pay and discharge said judgment.

19       **23. Employees and Agents of Lessee.** It is understood and agreed that all  
20 persons hired or engaged by Lessee shall be considered to be employees or agents  
21 only of Lessee and not of County.

22       **24. Binding on Successors.** Lessee, its assigns and successors in interest,  
23 shall be bound by all the terms and conditions contained in this Revenue Lease, and all  
24 the parties thereto shall be jointly and severally liable hereunder.

25       **25. Waiver of Performance.** No waiver by County at any time of any of the  
26 terms and conditions of this Revenue Lease shall be deemed or construed as a waiver  
27 at any time thereafter of the same or of any other terms or conditions contained herein  
28 or of the strict and timely performance of such terms and conditions.





1           **30. Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its  
2 expense, all necessary permits and licenses as it may be required to obtain and/or  
3 hold, and Lessee shall pay for all fees and taxes levied or required by any authorized  
4 public entity. Lessee recognizes and understands that this Revenue Lease may create  
5 a possessory interest subject to property taxation and that Lessee may be subject to  
6 the payment of property taxes levied on such interest.

7           **31. Paragraph Headings.** The paragraph headings herein are for the  
8 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
9 any manner affect the scope, meaning or intent of the provisions or language of this  
10 Revenue Lease.

11           **32. County's Representative.** County hereby appoints the Director of  
12 Facilities Management as its authorized representatives to administer this Revenue  
13 Lease.

14           **33. Agent for Service of Process.** It is expressly understood and agreed  
15 that in the event Lessee is not a resident of the State of California or it is an association  
16 or partnership without a member or partner resident of the State of California, or it is a  
17 foreign corporation, then in any such event, Lessee shall file with County's Director of  
18 Facilities Management, upon its execution hereof, a designation of a natural person  
19 residing in the State of California, giving his or her name, residence and business  
20 addresses, as its agent for the purpose of services of process in any court action  
21 arising out of or based upon this Revenue Lease, and the delivery to such agent of a  
22 copy of any process in any such action shall constitute valid service upon Lessee. It is  
23 further expressly understood and agreed that if for any reason service of such process  
24 upon such agent is not feasible, then, in such event, Lessee may be personally served  
25 with such process out of this County and that such service shall constitute valid service  
26 upon Lessee. It is further expressly understood and agreed that Lessee is amenable  
27 to the process so served, submits to the jurisdiction of the court so obtained and  
28 waives any and all objections and protests thereto.

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

7           **35. Additional Obligations of Lessee.** It is required by State law that  
8 Lessee maintains Child Day Care and School Age Day Care Center, licenses through  
9 the State of California, Department of Social Services, to operate and maintain a Day  
10 Care Center and School Age Day Care Center. Lessee's failure to maintain these  
11 State licenses shall constitute a default by Lessee under the Revenue Lease. Lessee  
12 shall provide copies of said licenses to County upon County's request.

13           **36. Authority to Execute.** The persons executing this Lease on behalf of  
14 the parties to this Lease hereby warrant and represent that they have the authority to  
15 execute this Lease and warrant and represent that they have the authority to bind the  
16 respective parties to this Lease and to the performance of its obligations hereunder.


17   ///  
18   ///  
19   ///  
20   ///  
21   ///  
22   ///  
23   ///  
24   ///  
25   ///  
26   ///  
27   ///  
28   ///


1           **37. Approval.** Anything to the contrary notwithstanding, this Lease shall not  
2 be binding or effective until its approval and execution by the Chair of the Board of  
3 Supervisors.

4 Dated: 08/01/2023

6 COUNTY:  
7 County of Riverside, a  
8 political subdivision of the State of  
9 California

LESSEE:  
CORONA-NORCO FAMILY YOUNG  
MEN'S CHRISTIAN ASSOCIATION, a  
California non-profit corporation

10 By:   
11 Kevin Jeffries, Chair  
Board of Supervisors

By:   
Audrie Echnoz  
Executive Director

12  
13 ATTEST:  
14 Kimberly Rector  
Clerk of the Board

15 By:   
16 Deputy

17 APPROVED AS TO FORM:  
18 Minh C. Tran  
County Counsel

19  
20 By:   
21 Ryan Yabko  
Deputy County Counsel

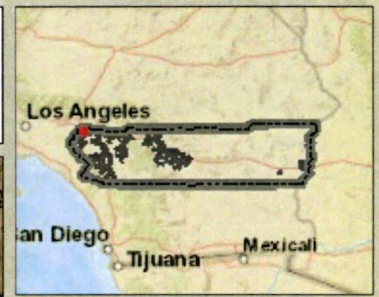
22  
23  
24  
25 CT:kt/04192023/RV550/30.923

26  
27  
28  
AUG 01 2023 3.22

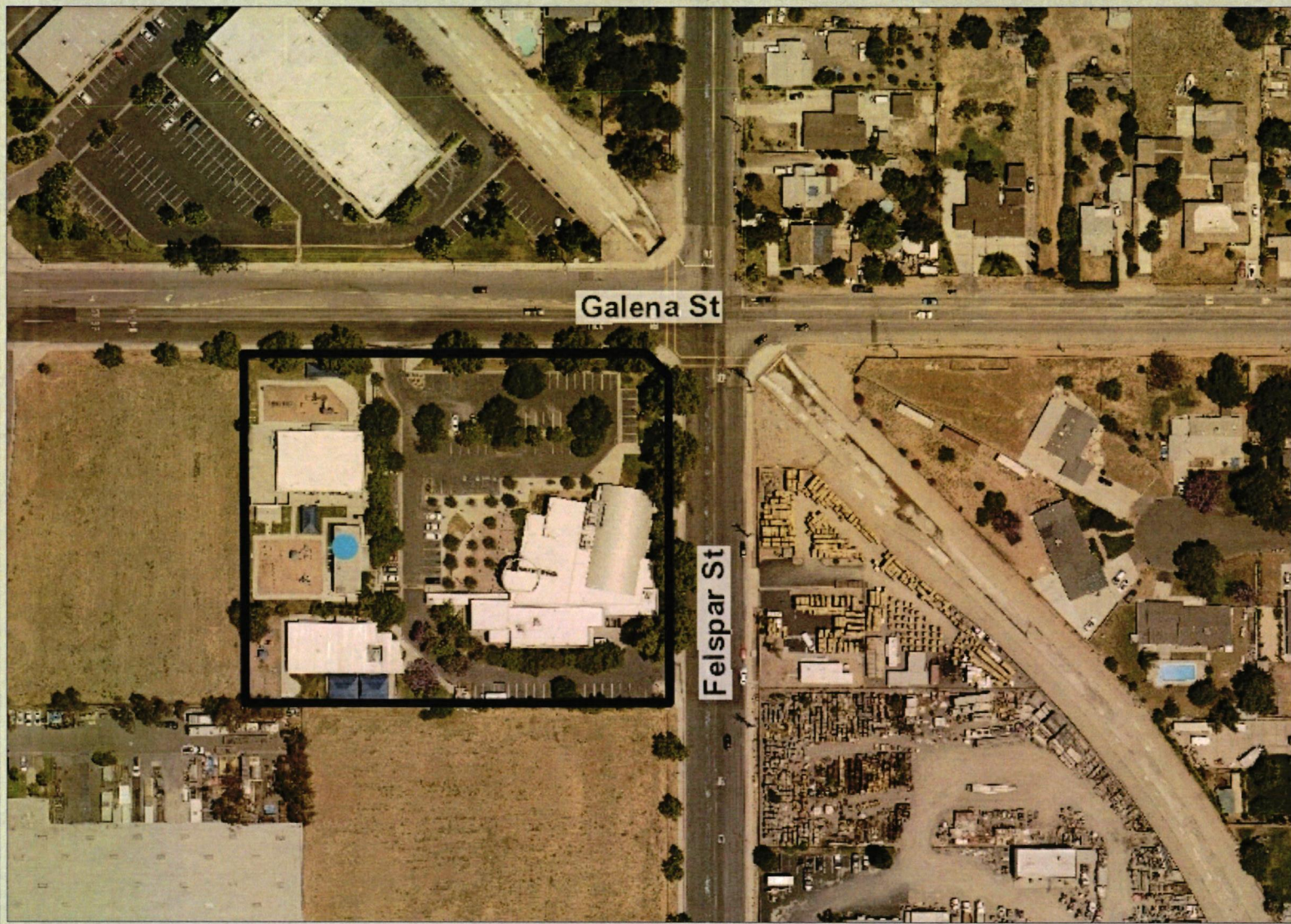


# Corona-Norco Family Young Men's Christian Association

9254 Galena Street, Glen Avon, California 92509



**Legend**  
County Centerline Names



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

**Notes**  
District 2  
Parcel outlined in black  
Blue dot on building  
APN:167-160-023



REPORT PRINTED ON... 6/6/2023 8:30:04 AM

© Riverside County GIS