

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



**ITEM: 3.64
(ID # 24830)**

MEETING DATE:

Tuesday, April 30, 2024

FROM : BOS DISTRICT 1:

SUBJECT: BOS DISTRICT 1: Mead Valley Food Marketplace. District 1. [\$536,000 Total Cost – 100% Mead Valley Revitalization Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the use of \$536,000 in Mead Valley Revitalization Fund for the establishment of the Mead Valley Food Marketplace; and
2. Direct the Executive Office to administer and distribute the funds to Facilities Management and TLMA-Transportation Department for the project, as indicated in this Form 11;
3. Approve the attached Sublicense and Operating Agreement with CMXRS, a California corporation, for operation of the Marketplace, and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County;
4. Authorize the Director of Facilities Management, or designee, to enter into and execute any other documents and administer all actions necessary to complete this transaction, including any Amendments which memorialize the exercising of the options set forth in the Sublicense and Operating Agreement;
5. 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;
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of project approval; and
7. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A.

ACTION:4/5 Vote Required, Policy


Supervisor Kevin Jeffries 4/25/2024

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, Washington, Perez and Gutierrez

Nays: None

Absent: None

Date: April 30, 2024

xc: BOS-Dist. 1, E.O., FM, Trans., Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$536,000	\$ 0	\$ 536,000	\$ 0
NET COUNTY COST	\$	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mead Valley Revitalization Fund 100%			Budget Adjustment: Yes	
			For Fiscal Year: 23/24	

BACKGROUND:

The Mead Valley area has a vibrant street food culture with a mix of both legal and illegal vendors participating within this community. The County’s goal is to organize this popular street food scene, by offering a safe, permitted and legal alternative location for all vendors to operate, shifting them away from unsafe operating conditions on the shoulders of high speed and high traffic roadways such as Cajalco Road.

The selected site for what is envisioned as the “Mead Valley Outdoor Marketplace” (Outdoor Marketplace) will be located near the corner of Cajalco Expressway and Harvill Avenue on an approximate 5-acre portion of a greater site (Property) currently owned by the Riverside County Transportation Commission (RCTC). On January 30, 2024, the County entered into a license agreement with RCTC for up to a 5-year period to allow for the Outdoor Marketplace to be located on the Property.

The Outdoor Marketplace is intended to provide an organized and well-managed venue where multiple food trucks and food vendors can come together through an Operator on a large property and to sell food to the public within a safe, clean, and permitted environment.

Through a Request for Proposal (RFP) process, CMXRS, a California Corporation (Operator) was selected as the Operator for the Outdoor Marketplace. Facilities Management – Real Estate (FM) has worked with CMXRS to form and negotiate a Sublicense and Operating Agreement (Agreement) that will allow the Operator to best manage and promote the Outdoor Marketplace. The proposed venue is intended to be a family-oriented destination; one that provides a great choice of a variety of food as its central theme.

The term of the initial Agreement will be for a 3-year period with an option to extend the term through December 31, 2028. The Agreement provides that the Operator pay the County 5% of gross revenues beginning in the second year of operations. The County will provide the Operator with a one-time reimbursement fund in the amount of \$120,000.00 to offset start-up costs to the Operator.

The County, through the Transportation and Land Management Agency (TLMA), will make initial improvements to the site to make it functional, and it is the obligation of the Operator to operate, maintain, provide security, insure, and manage the overall and daily operations of the Outdoor Marketplace.

IMPACTS TO RESIDENTS AND BUSINESS:

The Outdoor Marketplace will provide a positive impact to the Community by establishing an organized, safe and legally permitted venue for both residents and businesses to enjoy.

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Additional Fiscal Information

The cost overview for the Outdoor Marketplace is as follows:

1. A \$365,000 amount to TLMA in FY23/24, for site preparation activities including surveying, grading, laying rock/gravel, ADA parking lot paving, adding driveway approaches and providing required fencing and gates.
2. A not to exceed amount of \$10,000 in FY23/24 to Facilities Management for reimbursement of Real Estate and County Counsel staff time in the documentation and negotiation process for the Outdoor Marketplace RFP Process and Sublicense Agreement.
3. A \$120,000 amount to Facilities Management to establish a one-time Operator Reimbursement Fund as provided within the Agreement.
4. An amount of \$1,000 to Facilities Management for the payment of the RCTC Administration Fee as per the License Agreement between the County and RCTC.
5. An amount of \$20,000 for a water connection fee.
6. An amount of \$20,000 as budget contingency for miscellaneous expenses for this project to be administered by the Executive Office.

ATTACHMENTS:

- Schedule A
- Project Vicinity Map
- Aerial Map
- Sublicense and Operating Agreement
- Notice of Exemption (CEQA)

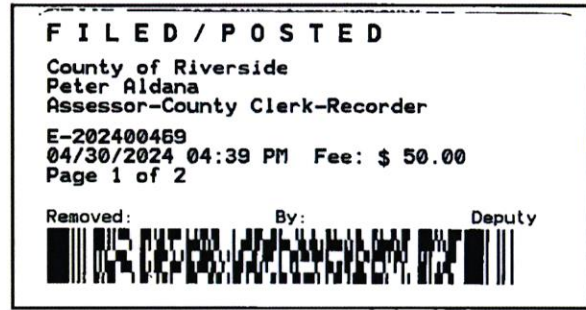
**SCHEDULE A
Fiscal Year 2023/2024**

Schedule A - Budget Adjustment

Anticipated Use of Committed Fund Balance:

30380-1110700000-330100	Committed Fund Balance	\$536,000
Increase Appropriations:		
30380-1110700000-551100	Contrib To Other County Funds	\$416,000
Increase Appropriations:		
30380-1110700000-536240	Other Contract Agencies	\$120,000

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA



NOTICE OF EXEMPTION

April 23, 2024

Project Name: Approval of Sublicense and Operating Agreement with CMXRS for the Mead Valley Food Marketplace

Project Number: FM0417200449

Project Location: Northern end of Dree Circle, north of Harvill Avenue and south of Cajalco Expressway, Mead Valley, California 92570, Assessor's Parcel Numbers (APNs): 317-110-029, 317-110-030

Description of Project: The County, through a request from District 1, has been working on pursuing a Food Fair Destination. The Mead Valley area of the County currently has an existing and vibrant street food culture with a mix of both legal and illegal vendors participating within this community. The County's goal is to clean-up and organize this popular street food scene, by offering a safe and legal alternative located in the unincorporated area of Mead Valley.

The selected site for this Food Fair would be near the corner of Cajalco Expressway and Harvill Avenue on 11.44 acres currently owned by the Riverside County Transportation Commission (RCTC). On January 30, 2024, the County entered into a license agreement with RCTC to host local food trucks and vendors on the four parcels at the selected property.

The Mead Valley Outdoor Marketplace concept is intended to provide an organized and well-managed venue for multiple Food-Trucks and Food Vendors to come together through an Operator on a large property and to sell food to the public in a safe, clean, permitted, and fun environment. The Operator will work with the County to form a mutual business plan and negotiate a Sublicense and Operating Agreement that will allow the Operator to best manage and promote an ongoing and outdoor food destination. The term of the Agreement will be three years and will include a percentage of revenue clause between the Operator and the County. The County will make certain improvements to the site as detailed, negotiated and agreed, but it is the intent of the County that the Operator will operate, maintain, provide security, and manage the overall operations of the Mead Valley Outdoor Marketplace for the site and commence operations.

This Project includes minor site improvements performed by the Riverside County Transportation Land Management Agency that are needed to stand up this vacant and unimproved site. Such activities include but are not limited to weed abatement, grading for accessibility, addition of gravel for dust and erosion control, and a small, paved area adjacent to the sidewalk along Dree Circle to provide ADA parking. A perimeter fence would also be installed to secure the site, as well as a mobile storage trailer and mobile office trailers for administration and operation of the site. The Sublicense and Operator Agreement with CMXRS and site improvements for access and operation of mobile food trucks and patrons to the is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the site would centralize and provide oversight to the existing food trucks in the area to ensure land use compatibility and minimize disruption to the community while continuing to provide mobile food options to the public. The Project will not result in a substantial increase in capacity or the intensity of the 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 15304(e), Class 4, Minor Alterations to Land Exemption; Section 15061(b)(3), "Common Sense" Exemption.

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 Mead Valley Food Marketplace.

- **Section 15304(e) – Class 4 Minor Alterations to Land Exemption:** This categorical exemption includes alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Under (e) minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc. are exempt. The project, as proposed, is limited to a Sublicense and Operating Agreement to oversee the consolidation of mobile food trucks operating in the area to a dedicated vacant site in a commercial/industrial area better suited to handle the vendors and customers. The improvements to the site would be temporary, minor in nature, and limited to access to the vacant property which is already graded and receives ongoing weed abatement maintenance. The operation of a food marketplace would consist of mobile food trucks temporarily accessing the site to sell food to customers and the improvements to the site would not be permanent and would not result in permanent effects on the environment. Therefore, the project is exempt as the project meets the scope and intent of the Class 4 Exemption identified in Section 15304, 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 Mead Valley Food Marketplace will result in the temporary use of commercial/industrial land better suited to consolidate and control the operation of mobile food vendors in the area while minimizing the effects on the community. No permanent effects to the site or environment would occur with the implementation of the site improvements to the vacant land to provide access, as no permanent structures or new infrastructure 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:** 4-23-2024
Mike Sullivan,
County of Riverside, Facilities Management

SUBLICENSE AND OPERATING AGREEMENT
BY AND BETWEEN THE COUNTY OF RIVERSIDE AND
CMXRS
FOR THE OPERATIONS OF THE RIVERSIDE COUNTY MEAD VALLEY OUTDOOR
MARKETPLACE

This Sublicense and Operating Agreement (“Agreement”) is made and entered into on this 30 day of April 2024 (“Effective Date”), by and between the County of Riverside, a political subdivision of the State of California (“County” or “Master Licensee”), and CMXRS, a California Corporation (“Operator” or “Sublicensee”), sometimes collectively hereinafter referred to as the “Parties”.

RECITALS

WHEREAS, the County entered into a License Agreement with Riverside County Transportation Commission, a public agency and joint powers authority (“RCTC”), on January 30, 2024 for the purpose of developing the property (as defined below) as a venue for food trucks and operators (“License Agreement”). The License Agreement is attached hereto as Exhibit D and this Agreement shall be subordinate to the License Agreement; and

WHEREAS, the County is the Licensee of record of the property located at 19292 Harvill Ave., Perris, CA 92590 (unincorporated Riverside County) and hereinafter known as the Mead Valley Outdoor Marketplace (“MVOM”) as shown in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the County has the authority and capability to manage, maintain, and operate the MVOM directly or through a contract with a qualified operator, and where such community programs, events, services and general use are in the vital and best interest of the residents of Riverside County; and

WHEREAS, the County wishes to contract the management, maintenance and full operation of the MVOM to an experienced operator; and



WHEREAS, the County and the Operator desire to enter into this Agreement to provide for a year-round marketplace venue and the management, maintenance, and operations with respect to the MVOM by which Operator shall manage, maintain, and operate the MVOM for the overall benefit of the community and the residents of the County of Riverside;

WHEREAS, the Operator has the personnel and experience to manage, maintain, operate and administer the MVOM and is willing to enter into this Agreement with the County for the provision of such services, subject to the terms and conditions set forth herein;

WHEREAS, this Agreement is not intended to provide the Operator with exclusive possession or rights to the MVOM and the County, as Master Licensee, shall have the right at all times during normal business hours to enter the MVOM as necessary to administer and inspect the operations of the property throughout the term of this Agreement;

NOW THEREFORE, for good and valuable consideration, the Parties do hereby mutually agree as follows:

1. OPERATING COVENANT: The County hereby contracts with Operator to operate and maintain the MVOM in a clean, safe and good condition. The MVOM is to be operated as a paid recreational use and events facilities with food and beverage and other concessions as provided by the Operator for community enjoyment and benefit. Operator covenants and agrees to maintain and safely operate the MVOM, and to provide for year-round operation solely for the purposes described within, and pursuant to the terms of this Agreement.

2. EFFECTIVE DATE: The effective date of this Agreement is the date first provided above ("Effective Date"). If such date is omitted, then the Effective Date shall be the last date the Agreement is signed by the Parties hereto.

3. DESCRIPTION OF THE MVOM: The subject property is located on the corner of Harvill Road and Dree Circle in the Mead Valley unincorporated area of Riverside County. The MVOM encompass approximately five (5) acres depicted in the attached Exhibit B.

4. INTENTIONALLY OMITTED.

5. TERM: The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date as set forth in Section 2. The Agreement shall terminate at



the expiration of the term period or any extension thereof, unless terminated earlier pursuant to Sections 24 and 25 or pursuant to the termination of the License Agreement.

6. OPTION: The Parties may extend the term by executing one (1) option to extend the term through December 31, 2028. Operator shall provide County with one-hundred-eighty (180) days written notice of election to exercise the option prior to the expiration of the original term. Said option shall be incorporated by amendment to this Agreement.

7. USE: Operator shall pursue, provide, and pay for the full operations and use of the MVOM, including event programming, marketing, management, 24/7 security, maintenance and environmental compliance of all areas. The Operator shall pursue events which may include, but is not limited to, farmers markets, food truck gatherings, community events or other similar uses with the written consent by the County. No other use shall be permitted unless agreed to in writing by the Director of Facilities Management. The Operator must operate the site continuously (at least four (4) days per week) and not allow the site to be vacant for extended periods of time. The Operator shall be fully responsible for all marketing efforts for the MVOM and shall actively market the site using a website, social media, community outreach and other forms of traditional and news media.

8. County One-Time Reimbursement Fund: County shall allocate and establish a one-time MVOM Operational Reimbursement Fund (collectively, the "Fund") in the not to exceed amount of One-Hundred-Twenty-Thousand-Dollars (\$120,000) to offset the cost of transition and commencement of operations by the Operator of the MVOM. The Fund will be available solely to reimburse actual operational costs incurred by the Operator for operations of the MVOM. Reimbursement of operational costs will be available for one (1) year commencing with the Effective Date of this Agreement. Operator shall submit itemized receipts to County and County shall reimburse Operator within thirty (30) days of submission.

a. Operator shall utilize the Fund by submitting invoices, receipts and statements proving itemized and actual operational expenses incurred directly for the MVOM and requesting appropriate reimbursement of operational costs. Upon the depletion of all amounts from the Fund, no



further reimbursement shall be paid.

- b. Operator expenses include but shall not be limited to: portable restroom expenses, refuse expenses, security, staff wages, signage and other business expenses. Ownership profits or wages shall not be considered an expense to be paid by the Fund.

9. OPERATOR OBLIGATIONS:

(a) Operations. In observance of this contribution CMXRS will allow for free food truck parking in the first sixty (60) days of operations to help attract legal mobile food sources and to establish business operations. Subject to the terms of this Agreement, Operator shall have the responsibility to 1) hire, train and supervise all employees, 2) supervise and direct advertising, sales and business promotion and marketing 3) establish accounting and payroll procedures and reporting functions. The County shall cooperate with the Operator to permit and assist Operator to carry out its duties whenever necessary without limiting Operator's right and responsibility to operate the Premises in accordance with the terms of this Agreement.

(b) Personnel. Except for employees of vendors or contractors, all employees working at the MVOM shall be full or part-time employees of Operator or an Affiliate of the Operator. Operator shall recruit, hire, train, discharge, promote and manage the staff of the MVOM and supervise through the recruiting, hiring, training, discharge, promotion, and work of all other full or part-time employees. The compensation (including benefits) of the staff and all other MVOM employees shall be at Operator's expense. Operator shall endeavor to recruit and hire residents of Riverside County whenever possible. The Operator shall conduct background checks on all full-time employees in accordance with California Labor Laws and Codes.

(c) Protection and Restoration of the MVOM. Operator shall keep and maintain all portions of the MVOM in good condition and at Operator's expense. Reasonable wear and tear is acceptable and Operator shall not cause waste or damage to the improvements and natural resources thereon by its employees, contractors, or agents.



Operator shall strictly adhere to the following restrictions:

1) Operator may not place or dump garbage, trash or refuse anywhere upon or within the MVOM, except for self-contained trash receptacles that are maintained to County's satisfaction by Operator; and

2) Operator may not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the MVOM and Operator shall be responsible for disposing garbage, trash, or waste that originates from their use of the MVOM; and

3) Operator must exercise reasonable due diligence in the security and protection of the MVOM against damage or destruction, vandalism, or other security related causes. Operator will provide at its own expense any and all security, including any required Police and Sheriff presence to ensure that the MVOM and patrons are reasonably secure, safe and protected at all times. All security for special events shall be provided and enhanced as necessary by the Operator to ensure reasonable safety at all times at the MVOM. Operator will ensure that both Operator and any MVOM Events are operated as per any required agency permits (including County, State or Federal) and in a safe and secure manner. Operator will also maintain a safety and traffic control plan for operations at the site. The sale and consumption of alcohol on the MVOM shall be conducted in compliance with the California Department of Alcoholic Beverage Control's policies and regulations. Local Agency permits and crowd capacity limitations must be strictly enforced at all times.

4) Upon the termination or revocation of this Agreement, but prior to its relinquishment to County, Operator shall, at its own cost and expense, remove any debris generated by its use and the MVOM shall be left and returned in a clean and neat condition. Operator agrees not to damage MVOM in the process of performing the permitted use and activities.

10. CONTRACTING WITH THIRD PARTIES: Operator, in its own discretion, may enter into agreements and contracts with qualified and responsible third parties for the purpose of providing any of the services or programs in connection with the uses permitted to be



performed on the MVOM as described in Section 7 or for the purpose of operational need and including custodial, maintenance or security services. All such agreements and contracts shall contain provisions necessary to protect the County, its officers, employees, successors, and assigns from any liability arising out of the provision of services or programs, operation, maintenance or replacement of any improvements and facilities at the MVOM and as a result of such third parties, including the obligation to indemnify the County, County of Riverside, its officers, employees, successors, and assigns and carry the necessary insurance.

(a) Operator may enter into permits, contracts, or other agreements affecting or related to the use of the MVOM, but in no event shall the term of the any such agreement extend beyond the term of this Agreement or any extensions granted in accordance with this Agreement. Any agreements with food vendors or other vendors must contain a provision that they will obtain all required licenses and/or permits (business, health, etc.) to legally carry out their business operations. County may require proof of such licensure at any time.

11. UTILITIES: During the term of this Agreement and commencing upon the Effective Date Operator agrees to transfer in name and to pay or cause to be paid, any and all, utilities used upon the MVOM including but not limited to electric, water, gas, sewer, phone, refuse collection, security and/or fire alarm monitoring, IT services or related fees, and all other services supplied to the MVOM as depicted on Exhibit C "Utilities", attached hereto and by this reference incorporated herein. County shall provide power and water to the property line, but it will be the responsibility of the Operator to contract for any additional work that is needed to service the site. The Operator shall provide description, capacity, and approximate location of utilities needed on site.

12. Intentionally Omitted.

13. RENT AND CONSIDERATION: Operator shall pay County the Percentage Rent (as defined in this Section), without deduction, offset, prior notice, or demand, as follows:

(a) Commencing on April 1, 2025 (for the quarter April 1, 2025-June 30, 2025) and continuing quarterly each and every year throughout the term of this Agreement, Operator shall pay the County for use of the MVOM at the times and in the manner specified



within this Agreement, a Percentage Rent. Percentage Rent shall be calculated by multiplying Operator's gross revenues from the operations for the applicable quarterly period by a factor of five percent (5%). The Percentage Rent shall be paid quarterly, in arrears, within thirty (30) days following the end of each calendar quarter. The first payment shall be due on July 30, 2025.

(b) County acknowledges that the Operator, under this Agreement will be obligated to pay for the provision of services and operation of the MVOM to the benefit of the County. County recognizes this form of consideration provided by the Operator and grants Operator the right to collect revenue for services rendered on the MVOM.

14. RECORDS, REPORTS, AUDITS.

14.1 Sales Recording and Records. Operator shall record and report separately for the MVOM at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or registers, or at a point-of-sale terminal or terminals, having a tape or internal memory that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger format. The Annual and Quarterly Gross Revenues Statements shall be furnished to the County, as provided in Section 14.2, shall be prepared in accordance with generally accepted accounting principles. Operator shall keep:

(a) Full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied, including without limitation, a sales journal and all bank account statements showing deposits of Gross Revenues. Such records shall be kept and recorded separately for the MVOM;

(c) Detailed original records of any exclusions or deductions from Gross Revenues separately for the MVOM.

14.2 Quarterly and Annual Gross Revenues Statements.

(a) Quarterly Gross Revenues Statements. Within thirty (30) days following



the end of each calendar quarter during the Term, commencing the second calendar quarter of 2025, Operator shall furnish to County with a quarterly gross revenues statement separately for the MVOM, certified as correct by Operator by an authorized manager or officer of Operator ("Quarterly Revenues Statement").

(b) Annual Gross Revenues Statements. Within thirty (30) days following the end of each Operating Year during the Term, including the last Operating Year of the Term, Operator shall furnish the County with an audited statement of Operator's annual gross revenues separately for the MVOM on account of the previous Term Year, or any partial Term Year, including any authorized deductions, certified as correct by Operator by an authorized manager or officer of Operator ("Annual Gross Revenues Statements").

(c) Each Quarterly Gross Revenues Statements and Annual Gross Revenues Statements shall set forth the total Gross Revenues for the preceding quarter or Term Year, as applicable, and shall show the method of computing the Percentage Rent due for such quarter, as applicable.

14.3 Audit and Examination Rights.

(a) Audit Procedures. The County shall be entitled to question at any time, and from time to time during the Term of this Agreement, the sufficiency or accuracy of any Quarterly Gross Revenues Statements and Annual Gross Revenues Statements. During the term of this Agreement, the County may cause an audit of the Operator's books and records by an independent accountant of the County's own selection or by the County's internal auditors and may, in connection with such audit, request that Operator (1) furnish the County with an annual P&L Statement for operations at the MVOM and (2) cause the books and records of Operators pertaining to the MVOM to be made available for audit purposes as well. If any Annual Gross Revenues Statement for any operating year delivered by Operator to the County reports Gross Revenues that are found to be less than the amount of Operator's actual Gross Revenues, Operator shall immediately pay to the County earned but unpaid payments of Rent due to the County. If the audit reveals an understatement of Gross Revenues for such Operating Year by more than five percent (5%), Operator shall immediately



pay to the County the cost of the audit. Otherwise, the cost of the audit shall be paid by the County. If, ten (10) days after written request therefore specifying Operator's failure to comply with the reporting obligations hereunder, Operator fails to provide to the County any Quarterly Gross Revenues Statements or Annual Gross Revenues Statements in the manner specified in this Agreement, the County shall have the right, in addition to any other rights or remedies it may have under this Agreement, to conduct an audit to enable the County independently to determine the Gross Revenues of the MVOM. Operator shall reimburse the County for the cost of such audit on written demand by the County, for an amount not to exceed thirty thousand dollars (\$30,000) within a three (3) year period.

(b) Examination of Books. Recognizing that the County may require access to the books and records of Operator for reasons other than to question the sufficiency or accuracy of any Annual Gross Revenues Statement (which the County may do for a period of five years from delivery of the Annual Gross Revenues Statement as provided above), Operator shall, for a period of five (5) years following the delivery of each Annual Gross Revenues Statement, including the three year period following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required under this Section 14 and shall from time to time, upon request, make these records available to the County, the County's auditor, representative or agent for examination at any reasonable time on seven days advance written notice. The County shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all agreements. In addition, on request of the County or the County's representatives, Operator shall furnish copies of Operator's state and local sales and use tax returns for operations at the MVOM.

(c) County Staff Inspections. County staff from the Department of Facilities Management shall have the right from time to time, to visit and inspect the operations of the MVOM to confirm compliance with this Agreement.

(d) Examination of Operator's Records. Operator shall make its books and records, as they relate to the Fees to be paid to the County hereunder, or operations at the

MVOM, available for inspection by the County or the County's representatives in accordance with the provisions of this Section 14. These books and records shall be made available to the County at the MVOM.

14.4 GROSS REVENUES DEFINED: Gross Revenues shall be calculated as provided below.

(a) "Gross Revenues" means and includes all receipts and revenues received by Operator or any Affiliate relating to or derived from the MVOM use and operations. Gross Revenues shall include the gross receipts, less sales taxes and other adjustments set forth below, received by the Operator. Gross Revenues include, without limitation, the following items:

- Commissions, fees, or profit shares received by the Operator (or any Affiliate) from revenues generated from any and all sales by vendors or concessionaires at the MVOM where the gross revenues from such sales are not received by or payable to Operator or any Affiliate, including, for example, vending machine commissions, ATM commissions, etcetera;
- Fees or charges the Operator charges to others for entry to the venue, parking or any other revenue scheme at the site;
- All charges for services, alterations or repairs made at, in, on or from the MVOM; and
- The proceeds of business interruption insurance, if applicable in the event Operator elects to secure such insurance, with respect to the MVOM.

(b) Items not included in Gross Revenues: the following shall not be included in Gross Revenues (or shall be deducted from Gross Revenues, as the case may be):

- The amount of all sales tax receipts required to be accounted for by Operator and paid to any government or governmental agency, but not



the amount of any excise tax (except a consumer excise tax) or other governmental obligation in the nature of a tax on the privilege of doing business;

- The amount of any sales initially included in Gross Revenues that are subsequently subject to refund or credit;
- The amount of any revenues received by any licensee, contractor or concessionaire operating in or from the MVOM which are not paid or required to be paid to Operator, provided that such revenues are not derived from the sale of food or beverages;
- The amount of any revenues received by non-Affiliate special, corporate or group business events or tournament promoters, impresarios, outside catering companies or similar third-party independent contractors (including revenues derived from the sale of food or beverages by them) involved in the promotion or conduct of special, corporate or group business events or tournaments, which revenues are not paid or required to be paid to the Operator;
- Gratuities paid or given by customers to employees of Operator or food and beverage gratuity service charges billed to group business clients and paid by Operator to its employees;
- Proceeds of insurance other than business interruption insurance applicable to the MVOM. Any business interruption insurance proceeds applicable to the MVOM received by Operator shall only be used by Operator to pay for other expenses;
- Loan proceeds, if any. (No loans secured by the land of the MVOM, or by the fixed facilities, or any portion thereof may be at the MOVOM may be obtained by Operator);
- Credits or refunds received from vendors or other third parties as a result of damage claims made by Operator with respect to defective goods or



services previously purchased;

- Advance deposits or pre-sales that are unearned income shall be deemed as receipts once they are earned; and
- Checks or other instruments returned for insufficient funds.

15. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

(a) Operator shall, at its sole cost and expense, maintain, or cause to be maintained, outdoor recreational areas, the parking lot and landscaping (including weed abatement and dust control) in good, clean and safe condition and use as outlined above and in accordance with all applicable Federal, State and local laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations and such rules and regulations hereunder as may be binding upon Operator, with reasonable wear and tear excepted, throughout their useful life. Operator will be responsible for all reoccurring and normal maintenance of the premises.

i. Operator may affect facility improvements and Capital Maintenance projects on the and on behalf of the County and with the consent of the County's Department of Facilities Management. Operator must first provide the Department of Facilities Management with a work plan (including scope of work) and documentation of costs for consideration and approval by the County. Operator shall utilize licensed contractors to perform any and all work and abide by all local, state, federal laws and ordinances and regulations when pursuing the approved work.

(b) Improvements by Operator. Any alterations, improvements, installation of fixtures or major repairs in excess of ten thousand dollars (\$10,000) to be undertaken by Operator shall have the prior written approval of the County's Department of Facilities Management after Operator has submitted plan/work plan for any such proposed alterations, improvements, fixtures and major repairs to County in writing. Such consent shall not be unreasonably withheld by County.

(c) Custodial Services. Operator shall keep the MVOM in a clean and neat condition at all times. Operator shall at its sole cost and expense, be responsible for all



custodial service and supplies necessary for the operations of the MVOM including all facilities and the associated grounds.

(d) Inspection. County's Department of Facilities Management and its representatives, employees, agents or independent contractors may enter and inspect the MVOM or any improvements thereon at any time with reasonable prior notice of four (4) hours, except in emergency situations in which a prior phone call will suffice, and from time to time to verify Operator's compliance with the terms and conditions of this Agreement and inspect the overall maintenance of the MVOM.

16. TAXES AND ASSESSMENTS: During the term of this Agreement, Operator shall pay, or cause to be paid, any and all applicable real and personal property taxes, general and special assessments, and other charges of any description as may be levied on or assessed against the Operator or the MVOM, improvements to the MVOM, or personal property owned by Operator located on or in the MVOM by reason of Operator's operations. Operator acknowledges that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code and which will be the full responsibility of the Operator to pay such a possessory interest tax as assessed.

17. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable ordinances, state, local and federal laws, rules and regulations as well as industry standards related to its operations. Operator shall be responsible for all permits, licensing, and insurance, in addition to compliance with applicable regulatory agencies.

Operator further agrees to use the MVOM in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 7 above, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

18. COUNTY ACTIVITIES: The County shall have the right to use up to two (2) vendor spaces approximately 20' x 20' at the MVOM for County-sponsored or community-based vendors ("County Vendors") at any time. The MVOM shall make at least these two (2)

spaces and no more available to the County free of any facility rental or admission charge for County Activities. Community based vendors may be non-profit entities that support County operations of the community at large.

The County Vendor shall, at the County's or such vendor's expense, accept liability for, and furnish Operator with a certificate of insurance naming CMXRS, as an additional insured with respect to claims or damages arising from the County Vendor in an amount and on terms equal to the insurance promoters must furnish Operator to organize use at the MVOM. The County Vendor shall also be required to assume responsibility to repair or restore the MVOM to its previous condition in the event of any damage.

19. ASSIGNMENT: Operator shall not assign the rights and obligations of this Agreement without the prior written consent of the County. Such consent shall be in the sole and absolute discretion of the County.

20. INSURANCE: Without limiting or diminishing Operator's obligation to the indemnify or hold the County harmless, Operator shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

(b) Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and



completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Operator's performance of its obligations hereunder. Policy shall name, the County, its directors, officers, employees, appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit (\$3,000,000 per occurrence for entertainment and carnival ride events). If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the occurrence limit.

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

(d) General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A: 8) unless such requirements are waived, in writing, by the County's Risk 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.

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



c. Operator shall cause Operator's insurance carrier(s) to furnish the County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Operator shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d. It is understood and agreed to by the parties hereto that the Operator's insurance shall be construed as primary insurance, and the County's or County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Operator has become inadequate.



f. Operator shall pass down the insurance obligations contained herein to all tiers of Operator's vendors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County's Risk Manager.

h. Operator shall notify County Risk Manager of any claim by a third party or any incident or event that may reasonably be expected to give rise to a claim arising from the performance of this Licensee within ten (10) days of receipt of notice thereof.

21. INDEMNIFICATION: Operator shall indemnify and hold harmless the County, its directors, officers, employees, appointed or elected officials, agent or representatives from any liability whatsoever, to the extent based or asserted upon acts, omissions or any services of Operator, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to Property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Operator, its officers, agents, employees, agents or representatives from this Agreement. Operator shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County, its directors, officers, employees, appointed officials, agents or representatives in any claim or action to the extent based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by Operator. Operator shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without compromise in no manner whatsoever limits or circumscribes Operator indemnification to County as set forth herein.

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

(c) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Operator's obligation to indemnify and hold harmless the County herein

from third party claims.

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

22. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the that could result in destruction of habitat or the contamination or pollution of said. Operator shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

23. HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to use the MVOM to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations of the and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. Operator shall immediately notify County in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against Operator alleging environmental damage. Operator shall indemnify and hold County harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by Operator or any person or entity under its control. County represents and warrants to Operator that, to the best of County's

knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the MVOM prior to the effective date of this Agreement. In the event that Operator discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the MVOM prior to the effective date of this Agreement, then Operator shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and County shall indemnify, defend and hold harmless Operator from any and all liability of any type related thereto.

24. DEFAULT:

24.1 Operator's Default: The occurrence of any of the following shall constitute a default by the Operator if not cured pursuant to this Agreement:

(a) Operator shall be deemed in default of this Agreement if Operator uses the MVOM for any purpose other than that authorized in the Agreement, fails to maintain the MVOM or the improvements in the manner provided for in the Agreement, fails to comply with or perform any other covenant, condition, provision or restriction provided for in this Agreement, abandons the MVOM or fails to hold active an event on the site for longer than fifteen (15) days, allows the MVOM to be attached, levied upon, or seized under legal process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the MVOM, commits or permits waste on the MVOM, or fails to comply with any applicable local, state, and federal statutes, regulations, rules, ordinances and orders.

(b) Operator shall cure any defaults within thirty (30) days of receipt of a written notice by the County's Department of Facilities Management to remedy any and all defaults. In the event that any default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional ninety (90) days) so long as Operator commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion. In the event that Operator's fails to cure the noticed default, County shall have the right to terminate this Agreement and retake possession



of the MVOM together with all additions, alterations, and improvements thereto by providing Operator thirty (30) days' notice of its Intent to Terminate. County shall also retain all rights to seek any and all remedies at law or in equity available in the event Operator is in default. Upon the giving of Notice of Termination, all Operator's rights in the MVOM and improvements shall terminate. Promptly after notice of termination, Operator shall surrender and vacate the MVOM and all improvements in good and clean condition.

24.2 County's Default: The occurrence of any of the following shall constitute a default by the County:

(a) The County's failure to perform any covenant or provision under this Agreement if the failure to perform is not cured within thirty (30) days after delivery by the Operator to the County of written notice of default specifying with particularity the nature of the default. If the failure to perform cannot reasonably be cured within thirty (30) days, the County shall not be in default of this Agreement if the County commences to cure the failure to perform within thirty (30) day period and thereafter diligently and in good faith prosecutes the cure to completion.

25. TERMINATION:

(a) County's Right to Terminate.

1) If during the term of this Agreement, the MVOM is damaged to the extent Operator cannot reasonably conduct business, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County shall have the option, but shall not be obligated to make the repairs necessary to restore the MVOM, to a condition for occupancy or use comparable to the condition thereof before such damage occurred. However, County may determine in its sole discretion, that if it is not feasible to make the necessary repairs or restoration, County shall have the right to terminate this Agreement upon ninety (90) days written notice.

2) County may terminate this Agreement, in its sole and absolute discretion, upon the occurrence of any instances concerning the safety, health, publicity, or wellbeing of the MVOM the occurrence of criminal activity on the MVOM committed or



permitted by Operator, or similar circumstances relating to the welfare of the MVOM, by giving one hundred eighty (180) days written notice to Operator. All County approved MVOM licenses, and agreements in effect at the time of termination will be surrendered and assigned to the County at the County's discretion.

3) Upon such termination, Operator must surrender the County properties including all County owned furniture, fixtures, equipment, and improvements constructed within the MVOM, at any point within the one hundred eighty (180) day window at Operator's sole discretion. The MVOM is to be left in good and clean conditions and all improvements fixed to the property shall become the property of County at no cost or expense to the County.

26. NOTICES: All notices, requests, demands, waivers, consents and other communications herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and transmitted by electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail, postage prepaid and addressed as follows:

If to County :

County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 200
Riverside, California 92501
Attn: Deputy Director of Real Estate
(951) 955-4820

If to Operator:

CMXRS, Inc.
27636 Ynez Rd L-7 #314
Temecula, CA 92591
Attn: Aaron Cooke
(714) 720-5872

27. SEVERABILITY: Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this



Agreement waives any provision of this Agreement that is rendered invalid, illegal, or unenforceable in any respect, by any provision of law. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

28. WAIVER: Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other party, shall not constitute a waiver of such Party's rights to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

29. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and construed in accordance with the laws of the State of California. The County and Operator agree that the Agreement has been entered into in Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the State of California, in Riverside, California.

30. INTERPRETATION: The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against County solely because it prepared this Agreement in its executed form.

31. NONDISCRIMINATION: During the performance of this agreement, the recipient, contractor, and its subcontractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual expression, age, sexual orientation, or military and veteran status. Contractor shall



ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

32. AMENDMENT: This Agreement shall not be modified or amended without the written consent of both the Operator and the County. Said amendment shall be incorporated into a formal written amendment to the Agreement.

33. BINDING ON SUCCESSORS: The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the parties hereto.

34. AUTHORITY TO EXECUTE: The persons executing this Agreement, or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations herein.

35. COUNTY'S REPRESENTATIVE: County hereby appoints the Director of Facilities Management as its authorized representative to administer this Agreement and take any and all actions to manage and facilitate this Agreement.

36. ENTIRE SUBLICENSE: This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the Parties to this Agreement any rights or remedies under this Agreement.

37. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound,



symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature Provisions on Following Page)



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be as of the date written.

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

SUBLICENSEE & OPERATOR:
CMXRS, a California corporation

BY: 
Chuck Washington, Chair
Board of Supervisors

By: 
Aaron Cooke, Owner

DATED: 4/30/2024

DATED: 4-10-2024

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

BY: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
COUNTY COUNSEL

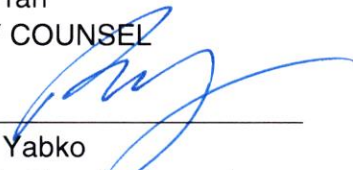
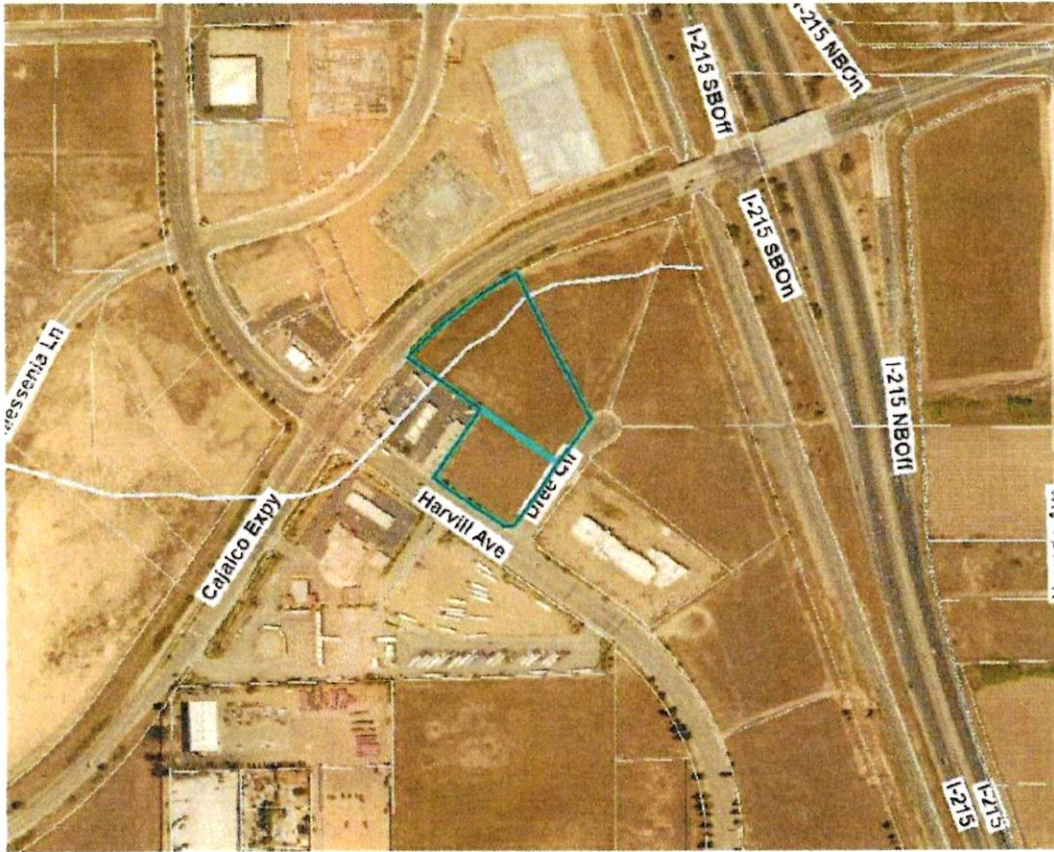
By: 
Ryan Yabko
Deputy County Counsel

EXHIBIT "A"

Property



APN's 317-110-029, 317-110-030 (outlined in blue)

Q

EXHIBIT "B"

Mead Valley Outdoor Marketplace Concept Site Plan



EXHIBIT "C"

Utilities

1. County shall provide domestic water and electricity to the property line at a mutually agreed upon location and capacity for the Operator.
2. The Operator shall be responsible to coordinate and provide any onsite utility connections beyond the property line for water and electricity and shall procure any other needed utilities in their entirety.



EXHIBIT "D"
License Agreement



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
REAL PROPERTY LICENSE AGREEMENT
WITH COUNTY OF RIVERSIDE**

1. Parties and Date.

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement"), is made this 30th day of January, 2024 ("Effective Date") by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency and a joint powers authority ("RCTC" or "Licensor") and County of Riverside, a political subdivision of the State of California ("County") (hereinafter referred to as "Licensee").

2. Recitals.

2.1 Licensor is the owner in fee of certain real property commonly referred to as Assessor Parcel Numbers 317-110-029, 317-110-030, 317-110-031, and 317-110-032, Riverside County, California, as more particularly depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Licensor Property")

2.2 Licensee has requested to enter onto a portion of the Licensor Property as more particularly depicted in Exhibit "A" (the "Licensed Property").

3. Terms.

3.1 License. RCTC hereby grants the Licensee a revocable, nonexclusive, nontransferable license to: (a) host local food trucks and vendors, at their own risk and liability, within those designated areas of the Licensed Property which are depicted on Exhibit "A" attached hereto or such other areas as may be agreed upon by RCTC and Licensee ("Licensed Area"), and (b) to access the Licensed Property to carry out such purpose, provided, however, that Licensee's access, ingress and egress on the Licensed Property shall be limited to the use of established roads and trails and shall not disrupt or damage any existing natural habitat on the Licensed Property (collectively, the "Licensed Use"). The Parties hereby acknowledge and agree that use of the Licensed Property by the Licensee, as set forth in this Agreement, is with the consent of the RCTC and shall be considered permissive. Nothing in this Agreement shall be interpreted as, or otherwise deemed to be, a transfer or conveyance of any interest in Licensed Property whatsoever between the RCTC and Licensee. The Parties hereby acknowledge and agree that nothing in the Agreement shall be interpreted as any agreement for the lease or other use of the Licensed Property by Licensee.

3.2 Use.

A. Licensee shall use the Licensed Property solely for the Licensed Use, and shall not use it for any other purpose whatsoever.



B. No change shall be made by Licensee in the use of the Licensed Property or the Licensed Use without Licensors prior written approval.

C. No new construction on or improvements to the Licensed Property shall be permitted without the Licensors prior written approval. If improvements to the Licensed Property are allowed, Licensee agrees to maintain such improvements in good repair. Upon termination of this Agreement for any reason, Licensee agrees that RCTC is not responsible for reimbursing Licensee the costs of any improvements.

3.3 Term.

A. The term of this Agreement shall commence on the Commencement Date (as defined below) and shall continue until **January 31, 2029** ("Term").

B. The Agreement shall not exceed five (5) years and shall commence on February 1, 2024 ("Commencement Date"), unless terminated by the Licensors or Licensee as provided herein.

C. Upon termination or expiration of this Agreement, Licensee shall remove the Licensed Use and restore the Licensed Property pursuant to the requirements set forth in Sections 3.5 and 3.27 of this Agreement.

3.4 Termination of License.

A. Notwithstanding any other term or provision of this Agreement, Licensors shall have the right to terminate this Agreement and shall have no obligation to reimburse Licensee for any of its improvements to the Licensed Property, under any of the following circumstances:

1. In the event that Licensors determines in its sole discretion that it requires the Licensed Property for its own uses, which determination shall be made by the Executive Director or his or her designee and shall not require proof or satisfaction of any legal standard of necessity. Licensors may terminate this Agreement by providing thirty (30) days written notice to Licensee of the intent to terminate this Agreement and specifying the effective date of termination.

2. Licensors may terminate this Agreement at any time for cause, for a breach by Licensee of any covenant or term of this Agreement, or a default by Licensee of any term or provision of this Agreement, which acts of Licensee shall include but not be limited to: (i) the failure by Licensee to pay any amount in full when it is due under this Agreement; or (ii) the failure by Licensee to perform any obligation under this Agreement. Notification of such termination shall be in writing.

B. Licensee may terminate this Agreement at any time for its convenience by providing written notice to Licensors and specifying the effective date of termination.

3.5 Removal of Materials. Upon termination of the Agreement for any reason, Licensee agrees to: (a) remove any equipment or materials located on the Licensed Property,



(b) repair any damage to the Licensed Property that might have been caused in whole or in part, by Licensee or sublicensees, and (c) will return the Licensed Property to the condition it was in before Licensee's entry onto the Licensed Property. In the event any equipment or materials are not timely removed, RCTC will have the right to remove such equipment or materials and Licensee agrees to be responsible for costs of such removal.

3.6 Hazardous Materials & Underground Storage Tanks Not Permitted. Licensee covenants that of its sublicensees will not handle or store Hazardous Materials on the Licensed Property, and that it will not install or use any underground storage tanks on the Licensed Property.

As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to the Licensee or the Licensor's Property.

3.7 Administrative Fee. Licensee shall pay Licensor, to compensate Licensor for its costs in administering this Agreement, a one-time fee of One Thousand Dollars (\$1, 000.00) (the "Administrative Fee"). The total amount of the Administrative Fee shall be due and payable within sixty days (60) days from the Commencement Date of February 1, 2024.

3.8 Maintenance and Repair.

A. Licensee shall, at its own cost and subject to the approval of Licensor's Executive Director or his or her designee, install, maintain, and utilize a chain link or similar type perimeter fence around the Licensed Property as further consideration for this Agreement.

B. Licensee shall, at its own cost and subject to the approval of Licensor's Executive Director or his or her designee, repair, maintain and utilize the Licensed Use and Licensed Property in good condition and repair as further consideration for this Agreement, and so that it will not at any time be a source of danger to any person or property.

C. Licensee shall provide Licensor no less than thirty (30) days written notice and shall acquire all necessary approvals from Licensor prior to Licensee's commencement of any repair or maintenance work on the Licensed Property. Licensee shall exercise all necessary precautions for the safety of persons conducting any work on the Licensed Property on behalf of Licensee.

D. If, at any time, Licensee shall, in the judgment of Licensor, fail to maintain the Licensed Property or the Licensed Use in good condition and repair, Licensor may, at its option, perform such work itself as it deems necessary for the other uses on its property. In such event, Licensee agrees to pay, within fifteen (15) days after a bill is rendered therefor, the cost so incurred by Licensor. However, failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

3.9 Laws and Regulations.

A. Licensee shall, at all times, be in compliance with all local, state and federal laws, rules and regulations applicable to Licensee's use of the Licensed Property and to the Licensed Use ("Applicable Laws").

B. Licensee shall reimburse Licensor for all costs incurred by Licensor as a result of Licensee's or its sublicensees' failure to comply with Applicable Laws, and also such costs incurred by Licensor in abating a violation of Applicable Laws, protecting against a threatened violation of Applicable Laws, defending any claim of violation of Applicable Laws in any proceeding before any agency or court, and paying any fines or penalties imposed for such violations.

C. Licensee shall conduct its activities related to the License in compliance with all Federal, State, and local laws, statutes and the Western Riverside County Multiple Species Habitat Conservation Plan. In the event any of Licensee's activities require the obtaining of governmental permits or approvals, Licensee and all persons conducting activities on behalf of the Licensee related to the License shall obtain and conduct its activities in accordance with such permits and approvals.

3.10 Tests and Inspections.

A. Licensor shall have the right, at any time, to inspect the Licensed Property and the Licensed Use so as to monitor compliance with this Agreement.

B. If, in Licensor's sole judgment, any installation on, or use or condition of the Licensed Property may have an adverse effect on the Licensor's property, adjacent property (whether or not owned by Licensor) or Licensor's operations, Licensor shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Licensed Property and the Licensed Use, as it determines to be necessary or useful to evaluate the condition of the Licensed Property and the Licensed Use. Licensee shall cooperate with Licensor in any tests or inspections deemed necessary by Licensor.

3.11 Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by Licensor in the amounts and coverage specified and issued by insurance companies as described on Exhibit "B." Licensor reserves the right, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Licensee shall furnish Licensor with the insurance endorsements and certificates in the form and amounts specified in Exhibit "B," evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder, and obtain written approval of same from Licensor, prior to exercising any rights under this Agreement.

3.12 Subordinate Rights. This Agreement is subject and subordinate to the prior and future rights and obligations of Licensor, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "Title Exceptions") which may affect the Licensed



Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions.

3.13 Indemnity. Licensee shall at all times indemnify and save harmless Licensor against and pay in full all losses, damages, or expenses that Licensor may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the Licensed Use or the Licensee's or sublicensee's use and maintenance of the Licensed Property, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, (e) violation of any Applicable Laws including, but not limited to, Environmental Laws, or (f) interference with the use of the Licensor's tracks. It is the intention of the parties that Licensor's right to indemnity hereunder shall be valid and enforceable against Licensee regardless of negligence (whether active or passive) on the part of Licensor, its officers, agents and employees, unless such injury is a result of the sole negligence of the Licensor. The indemnity and other rights afforded to Licensor by this section shall survive the revocation or termination of this Agreement.

3.14 Sublicense. Any agreement with food trucks and vendors to use the Licensed Property for the Licensed Use, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.15 Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Licensed Use, the Licensed Property, Licensor's property and any other property of, or under the control or custody of, Licensee, which is on or near the Licensed Use. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from Licensor's transit operations on or near the Licensed Property.

The term "Licensor" as used in this section shall include any other persons or companies employed, retained or engaged by Licensor. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against Licensor for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code Section 1542, which provides as follows:

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

The provisions of this section and of Sections 3.15, 3.16, and 3.18 shall survive the termination of this Agreement. As used in this section, "Personnel" means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.



3.16 Defense. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against Licensor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or to indemnify or save and hold harmless the Licensor. Licensee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

3.17 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

3.18 Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensor and Licensee to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

3.19 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the Licensor's property, the Licensed Use and the Licensed Property.

3.20 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give Licensor the right to immediately terminate this Agreement.

3.21 Waiver of Covenants or Conditions. The waiver by Licensor of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

3.22 Amendment. This Agreement may be amended at any time by the written agreement of Licensor and Licensee. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

3.23 Revocation. If, at any time, Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained, Licensor may, at its election, immediately revoke and terminate this Agreement unless a longer notice period is specifically provided for elsewhere in this Agreement.

3.24 Abandonment. Should Licensee at anytime abandon the use of the Licensed Use or the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then the Licensor may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, Licensor shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

3.25 Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the Licensed Use is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

3.26 Condemnation. In the event all or any portion of the Licensed Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Licensed Use. Any other commission or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to Licensor.

3.27 Restoration of Licensor's Property, Claims for Costs.

A. Upon the termination, revocation, abandonment or cessation of this Agreement in any manner provided in this Agreement, Licensee, upon demand of Licensor and at Licensee's own cost and expense, shall abandon the Licensed Use and remove it and restore the Licensed Property to the same condition in which it was prior to the placing of the Licensed Use thereon, reasonable wear and tear excepted. In no event shall Licensee have any claim against the Licensor for any of the costs of constructing, maintaining or removing the Licensed Use.

B. In case Licensee shall fail to restore Licensed Property as aforesaid within thirty (30) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee or may assume title and ownership of the Licensed Use and any other property of Licensee located on Licensor's property.

C. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Licensed Use is removed and Licensed Property restored as above provided.

3.28 Notice.

A. Any notice hereunder to be given by Licensor to Licensee shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to **Deputy Director of Real Estate, 3450 14th Street, Suite 200, Riverside, CA 92501.**



B. Any notice to be given hereunder by Licensee to Licensor shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to **Executive Director, 4080 Lemon Street, 3rd Floor, Riverside, CA 92501.**

C. Either Licensor or Licensee may change its address for the receipt of notice by giving written notice thereof to the other party of such change.

3.29 Joint and Several. In the event that two or more parties execute this Agreement as Licensee, all the covenants and agreements of Licensee in this Agreement shall be the joint and several covenants and agreements of such parties.

3.30 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensed Property or the Licensed Use are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.31 Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Licensed Use, the Licensed Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Licensed Use's operations.

3.32 Liens. Licensee shall not permit to be placed against the Licensed Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Licensed Property. The Licensee agrees to hold the Licensor harmless from any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Licensed Property.

3.33 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at Licensor's sole discretion, the relocation of the Licensed use and the license granted by this Agreement.

3.34 Waiver of Relocation Rights. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled, but for this waiver and Licensor's express right of termination, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United State Code Section 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code Section 7260 et seq.

3.35 Non-Exclusive License. The license granted by this Agreement is not exclusive and Licensor specifically reserves the right to grant other licenses within the vicinity of the Licensed Use.

3.36 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.37 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

3.38 Time of Essence. Time is of the essence in this Agreement.

3.39 No Recording. Licensee shall not record or permit to be recorded in the official records of Riverside County any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

3.40 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

3.41 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

3.42 Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
REAL PROPERTY LICENSE AGREEMENT
WITH COUNTY OF RIVERSIDE**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

**Riverside County Transportation
Commission**, a public agency and joint
powers authority

County of Riverside, a political
subdivision of the State of California


By: 
Anne Mayer, Executive Director

By: _____
Rose Salgado,
Director of Facilities Management

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Best Best & Krieger LLP
Counsel to Riverside County
Transportation Commission

By: _____
Ryan Yabko
Deputy County Counsel



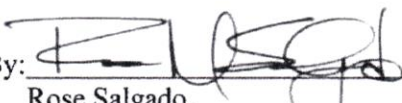
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Riverside County Transportation Commission, a public agency and joint powers authority

County of Riverside, a political subdivision of the State of California

By: _____
Anne Mayer, Executive Director

By:  _____
Rose Salgado,
Director of Facilities Management

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Best Best & Krieger LLP
Counsel to Riverside County
Transportation Commission

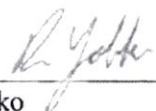
By:  _____
Ryan Yabko
Deputy County Counsel



EXHIBIT "A"
PROPERTY DEPICTION



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EXHIBIT "A"
PROPERTY DEPICTION



EXHIBIT "B"

INSURANCE PROVISIONS

The LICENSEE shall obtain, and shall require any consultant or contractor entering the PROPERTY on its behalf to obtain insurance of the types and in the amounts described below and satisfactory to the LICENSOR.

A. **Commercial General Liability Insurance.** The LICENSEE shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this License Agreement or be no less than two times the occurrence limit. Such insurance shall:

1. Include the LICENSOR its officials, officers, employees, agents, and consultants as additional insureds with respect to the use of the PROPERTY and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds;
2. Be primary with respect to any insurance or self-insurance programs covering the LICENSOR, its officials, officers, employees, agents and consultants; and
3. Contain standard separation of insured provisions.

B. **Workers' Compensation Insurance.** The LICENSEE shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each accident.

C. **Certificates of Insurance.** The LICENSEE shall, prior to entering the PROPERTY, furnish the LICENSOR with properly executed certificates of insurance and, if requested by the LICENSOR, certified copies of endorsements and policies, which clearly evidence all insurance required under this Right of Entry and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the LICENSOR. The LICENSOR shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this License Agreement.

D. **Coverage Maintenance.** The LICENSEE shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this License Agreement. Unless otherwise provided for in this License Agreement, the LICENSEE shall maintain such insurance from the execution of this License Agreement until completion of the agreed use of the LICENSOR's property is complete and the PROPERTY is fully restored, except as otherwise provided in this License Agreement.

E. **Licensed Insurer.** The LICENSEE shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by the LICENSOR.



Mead Valley Outdoor Marketplace

Project Vicinity Map



Legend

- County Boundary
- City Boundaries
- Parcels, County
- County Centerline Names
- Blueline Streams
- City Areas

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

Parcels in Yellow Outline
District 1
APNs: 317-110-029, 317-110-030



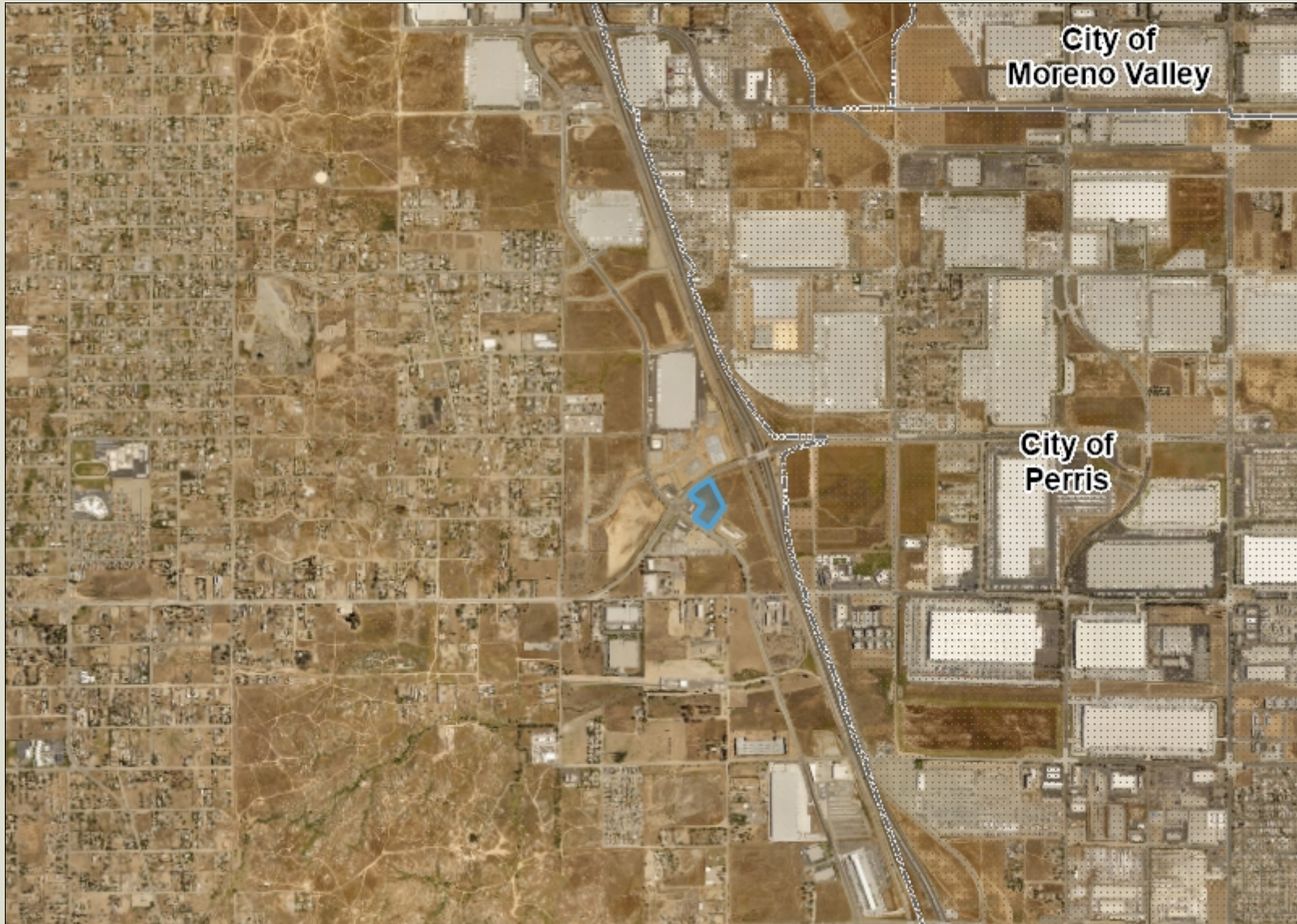
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Mead Valley Outdoor Marketplace

Aerial Map



Legend

- County Boundary
- City Boundaries
- City Areas

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Notes

Parcels in Blue
District 1
APNs: 317-110-029, 317-110-030



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