

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



ITEM: 16.1
(ID # 26998)

MEETING DATE:
Tuesday, February 25, 2025

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Ground Lessor Consent to Assumption of Ground Lease between Destiny McIntyre LLC and Coast Manufactured Housing Partners, LLC, (Peter McIntyre Park); California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 4. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 - Class 1: Existing Facilities and 15061(b)(3) - Common Sense Exemption;
2. Approve the Ground Lessor Consent to Assignment and Assumption of Ground Lease between Destiny McIntyre LLC and Coast Manufactured Housing Partners, LLC concerning the Peter McIntyre Park Ground Lease and authorize the Chair of the Board of Directors to execute on behalf of Riverside County Regional Park and Open-Space District ("RivCoParks");

ACTION: Policy


Kyla R. Brown, General Manager

1/23/2025

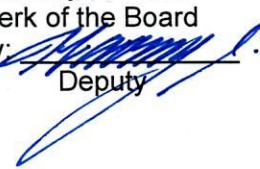

Vincent Yzaguirre

2/6/2025

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 25, 2025
xc: Parks, Recorder, State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

3. Authorize the General Manager of the District, or designee, to consent to future assignments of the Ground Lease on behalf of RivCoParks, in substantially the same form as the Consent to Assignment and Assumption form attached hereto as approved by County Counsel;
4. Direct the Clerk of the Board to return three (3) executed copies of the Ground Lease Estoppel and the Ground Lessor Consent to Assumption to RivCoParks for transmittal and filing; and
5. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: FY24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 30, 1974, the Board approved a concession contract with California East Coast, Inc. (CEC) for Peter McIntyre Park (McIntyre Park) by Minute Order 1.3. McIntyre Park includes 25.82 acres of land located at 8750 Peter D. McIntyre Avenue, Blythe, CA 92225

On October 7, 1985, and per Minute Order 4.3, the County and CEC entered into a fifteen-year lease agreement (Lease) for the maintenance and operations of McIntyre Park. The lease has been amended three times, the First Amendment was approved on September 21, 1993, by Minute Order 3.22. The Second Amendment to the Lease and Concession was on September 27, 1994, by Minute Order 3.13. The Third Amendment to the Lease was on July 28th, 1998, by Minute Order 3.30.

Prior to the approval of the Third Amendment, the Assignment of the Lease was transferred from California East Coast Inc. to Alpine McIntyre, LLC on December 16, 1997. On February 10, 2021, Alpine McIntyre, LLC assigned the Lease to Destiny McIntyre LLC, a Delaware limited liability company ("Destiny"), the current lessee.

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

The Riverside County Regional Park & Open-Space District (RivCoParks) has been managing McIntyre Park and administering the Lease with Destiny since its formation in 1990. On June 23, 2020, Riverside County transferred ownership of McIntyre Park to RivCoParks by Minute Order 13.1. Destiny now seeks to assign the Lease to McIntyre RV Resort, LLC., a California limited liability company, who would assume Destiny's position as Lessee and RivCoParks recommends approval of the assignment of Lease.

McIntyre RV Park (RV Park) is located directly on the Colorado River and is a park designed for recreational vehicles and occupants that bring their own vehicles with them for short-term stays. Approximately eighty percent (80%) of the RV Park occupants currently leave their vehicle on-site indefinitely and pay monthly, which resembles the model of a mobile home park, and longer-term occupancy. The average occupant stay is slightly over eight (8) years. This distinction creates greater stability on the parks revenue and allows for less vacancy.

Under the current Ground Lease, RivCoParks as Lessor collects two cents (\$.02) for every gallon of gasoline sold at the Park and collects nine percent (9%) of all gross revenues, which are paid quarterly. Based on the actual performance of McIntyre Park from calendar year 2021-2023, RivCoParks has collected an average of \$92,000/year.

Under the current terms of the proposed assignment and assumption of the Lease, RivCoParks will receive rental payments no less than \$95,000/year from Coast for the first three years of Coast's tenancy. Coast intends to develop and add an additional 60+ RV spaces on the surplus land on the west side of the property, which will generate a projected \$300,000 annually of additional revenue. These improvements would enhance the RV Park's efficiency and increase revenue and enable RivCoParks to benefit from the existing percentage lease.

Pursuant to the California Environmental Quality Act (CEQA), the project - the conveyance of McIntyre Park - was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 - Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption, as the assumption and assignment of the Lease are limited to administrative and contractual responsibilities and. The effects of the assumption and assignment will result in the continued operation of the existing facility, would not increase capacity or change the use of the land, and does not involve construction or development. Any future improvements to the property would require plan review and permitting and the potential impacts would be evaluated as part of the approval of those plans. Therefore, no significant impacts to the environment will occur as a result of the execution of the assumption and assignment.

Impact on Residents and Businesses

The assignment of the existing Ground Lease will not create any impact to the Residents or Businesses in the area but instead provide for improved efficiency of operations of the Park.

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STATE OF CALIFORNIA

Additional Fiscal Information

There are no costs associated with this Assignment of Lease, other than County staff time.

ATTACHMENTS:

- Aerial Photograph
- Assignment and Assumption Agreement
- Exhibit A
- Notice of Exemption
- Purchase Sale Agreement (PSA)


Douglas Cordonez Jr. 2/19/2025


Aaron Gettis, Chief of Deputy County Counsel 2/10/2025

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Riverside

From: (Public Agency): _____
Riverside County Regional Park and Open-Space District

(Address)

Project Title: Peter McIntyre Park Lease Reassignment and Assumption

Project Applicant: Coast Manufactured Housing Partners, LLC

Project Location - Specific:

8750 Peter D McIntyre Ave, Blythe, CA 92225

Project Location - City: Blythe Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Coast Manufactured Housing Partners LLC seeks to assume current lease from lease holder, Destiny McIntyre LLC.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Regional Park and Open-Space District

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 15301, Class 1- Existing Facilities; and, Section 15061(b)(3)

Reasons why project is exempt:

Pursuant to the California Environmental Quality Act (CEQA), the project - the conveyance of McIntyre Park - was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 - Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption, as the assumption and assignment of the Lease are limited to administrative and contractual responsibilities and. The effects of the assumption and assignment will result in the continued operation of the existing facility, would not increase capacity or change the use of the land, and does not involve construction or development. Any future improvements to the property, would require plan review and permitting and the potential impacts would be evaluated as part of the approval of those plans. Therefore, no significant impacts to the environment will occur as a result of the execution of the assumption and assignment.

Lead Agency

Contact Person: Gaby Adame Algrim Area Code/Telephone/Extension: 951-955-1395

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: 1/12/2025 Title: Bureau Chief

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202500182
03/04/2025 11:41 AM Fee: \$ 50.00
Page 1 of 1

Revised 2011

Removed: _____ By: _____ Deputy



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this day of January 20th, 2024 ("Effective Date") by and between Destiny McIntyre, LLC, a Delaware limited liability company ("Assignor"), McIntyre RV Resort, LLC, a Delaware Limited Liability Company ("Assignee"), and the Riverside County Regional Park and Open-Space District, a park and open space district created pursuant to Public Resources Code sections 5500, *et seq.* ("District").

RECITALS

WHEREAS, the Assignor and District entered into that certain Amended and Restated Lease and Concession Agreement, dated June 24, 2020 ("Lease"), whereby Assignee would and maintaining a concession complex for the safety and convenience of the general public in the use and enjoyment of said Peter McIntyre Park; and

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor all of Assignor's rights, benefits, duties, responsibilities, and obligations in the Lease; and

WHEREAS, pursuant to section 18(A) of the Lease, Assignor may not assign its interest in the Lease without the written consent of District, which consent shall not be unreasonably withheld, provided the Assignee is financially creditworthy and operationally experienced to perform the obligations of LESSEE under this Lease;

WHEREAS, Assignee has agreed to provide a guarantee that the rent paid pursuant to section 5 of the Lease will be not less than Ninety-five Thousand dollars (\$95,000) per year during the three (3) years after the assignment to assure District of its creditworthiness and operational experience;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District, Assignor, and the Assignee hereby agree as follows:

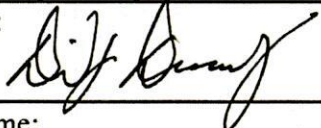




1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, benefits, duties, responsibilities and obligations in and to the Lease to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, benefits, duties, responsibilities and obligations under the Lease attached as Exhibit "A" and shall be bound by all the terms and conditions thereof.
2. Guarantee of Rents. Assignee hereby warrants and guarantees to District that rents paid under the Lease during the first three (3) years after the assignment contemplated herein shall not fall below the minimum amount of \$95,000. The guarantee contained in this paragraph is intended only to set a minimum rent due during the relevant term and shall not be construed as limiting rent due pursuant to the formula set forth in Section 5 of the Lease.
3. Effective Date. The Effective Date of this Agreement shall be the date upon which this Assignment is fully executed by Assignee and Assignor. In the event that this Assignment is not fully executed, then this Assignment and Assumption Agreement shall be null and void.
4. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.

5. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs this Agreement.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.
7. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.
8. Notices. Any notices should be made directly to the Assignee at the following address:

Riverside County Regional Park & Open-Space District
c/o General Manager
4600 Crestmore Road
Jurupa Valley, CA 92509

IN WITNESS WHEREOF, the parties have
executed this Agreement as of the dates set forth

below.

ASSIGNOR: Destiny McIntyre, LLC	ASSIGNEE: McIntyre RV Resort, LLC
By: 	By: 
Name: <u>DAVID J. DONNELLY</u>	Name: Thomas E. Larkin III
Dated: <u>1/21/2025</u>	Dated: 1.24.25
DISTRICT: Riverside County Regional Park and Open-Space District	FORM APPROVED COUNTY COUNSEL BY:  <u>2/18/25</u> BRADEN J. HOLLY DATE
By: 	
Name: Kyla Brown	JOSE MEDINA
Dated: February 3, 2025	CHAIR, BOARD OF SUPERVISORS

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

FEB 25 2025

16.1

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties, responsibilities and obligations as set forth in the Lease & Operating Agreement, and releases Assignor from all duties and obligations under the Lease and Operating Agreement. District acknowledges Assignee replaces Parks as party to the Lease & Operating Agreement upon the Effective Date of this Assignment. District acknowledges Assignee has the capability and authority to operate, maintain and provide programs through a contract with a qualified operator.

EXHIBIT A

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



ITEM: 13.1
(ID # 12760)

MEETING DATE:

FROM: Regional Parks and Open Space District:

Tuesday, June 23, 2020

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Adoption of Resolution No. 2020-08, Accepting Fee Simple Interest in Real Property known as Peter McIntyre Park Located Near the City of Blythe In an Unincorporated Area of Riverside County, Assessor's Parcel Number 875-202-003, By Quitclaim Deed From the County of Riverside; Approval of Transfer Agreement between County of Riverside and Riverside County Regional Park & Open-Space District for Peter McIntyre Park; Approval of Amended and Restated Lease and Concession Agreement between Riverside County Regional Park & Open-Space District and Destiny McIntyre LLC for Peter McIntyre Park; CEQA Exempt; District 4; [\$0] [Clerk of the Board to File Notice of Exemption] Companion Item to MT Item No. 12483

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Adopt Resolution No. 2020-08, Accepting Fee Simple Interest in Real Property known as Peter McIntyre Park Located Near the City of Blythe in an Unincorporated Area of Riverside County, Assessor's Parcel Number 875-202-003, By Quitclaim Deed from the County of Riverside;
3. Approve Transfer Agreement between County of Riverside and Riverside County Regional Park & Open-Space District ("RivCoParks") for Peter McIntyre Park, and authorize the Chairman of the Board to execute the same on behalf of RivCoParks;

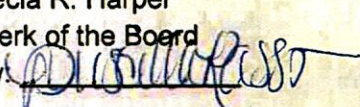
ACTION: Consent


Kyle R. Brown, General Manager 6/3/2020

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 23, 2020
xc: Parks Deputy

Kecia R. Harper
Clerk of the Board
By: 

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

4. Approve the Amended and Restated Lease and Concession Agreement between Riverside County Regional Park & Open-Space District and Destiny McIntyre LLC for Peter McIntyre Park, and authorize the Chairman of the Board to execute the same on behalf of RivCoParks;
5. Authorize the General Manager, or designee, to execute any other necessary documents and administer all actions necessary to complete the conveyance;
6. Direct the Clerk of the Board to return two (2) copies of the executed Transfer Agreement and four (4) copies of the executed Amended and Restated Lease and Concession Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: None			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside ("County") is the owner of record of approximately 25.82 acres of land located at 8750 Peter D. McIntyre Ave., Blythe, CA 92225, also known as Peter McIntyre Park ("McIntyre Park"). On December 30, 1974, Minute Order 1.3, your Honorable Board approved a concession contract with California East Coast, Inc. ("CEC") for McIntyre Park. On October 7, 1985, per Minute Order 4.3, the County and CEC entered into a fifteen-year lease agreement ("Lease") for the maintenance and operations of McIntyre Park. The lease has been amended three times and was assigned to Destiny McIntyre LLC ("Destiny"), the current lessee. The Riverside County Regional Park & Open-Space District ("RivCoParks") has been managing McIntyre Park and administering the Lease with Destiny since its formation in 1990. The County desires to convey its fee interest in McIntyre Park to RivCoParks, and RivCoParks desires to accept the interest by Resolution No. 2020-08 and the attached Transfer Agreement.

Upon approval of Resolution No. 2020-08 and the attached Transfer Agreement, and the subsequent execution of the Quitclaim Deed conveying fee interest in the property, RivCoParks will become the fee owner of the property and enter into the attached Amended and Restated Lease and Concession Agreement with Destiny.

Pursuant to the California Environmental Quality Act (CEQA), the project – the conveyance of McIntyre Park – was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption, as the proposed project is merely the conveyance of

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

title to real property and does not involve construction or development; therefore, no significant impact to the environment will occur.

Destiny requested the Amended and Restated Lease and Concession Agreement in order to combine the various administrative updates to the Lease and to extend the term to expire in 2035 to allow for adequate time to amortize proposed solar facilities being installed on the property. The added solar facilities are a requirement of the Amended and Restated Lease and Concession Agreement, which will remain RivCoParks property at the expiration of the lease.

County Counsel reviewed and approved Resolution No. 2020-08 and the attached agreements as to form. A companion item appears on the County of Riverside Agenda this same date.

Impact on Citizens and Businesses

The continued operation of McIntyre Park by Destiny helps support tourism in the Blythe area. The resort offers recreational amenities on the Colorado River, including overnight camping, fishing, and boat access.

Additional Fiscal Information

Annual concession revenue earned by RivCoParks for this lease has averaged about \$72,500 for the last fifteen years. In the last four years this amount has grown by approximately 5% each year; the District's FY18-19 total revenue from this lease was \$84,465. This ongoing revenue source is used to supplement operations at the District's other Regional Parks in the surrounding area.

Attachments

Resolution No. 2020-08

Transfer Agreement with County of Riverside

Amended and Restated Lease & Concession Agreement with Destiny McIntyre LLC

Notice of Exemption


Douglas Ordóñez Jr.


6/8/2020


Gregory V. Priamos, Director County Counsel

6/4/2020

Notice of Exemption

Appendix E

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Peter McIntyre County Park Acceptance of Conveyance from County

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: 8750 Peter D McIntyre Ave, Blythe, CA 92225

Project Location-City: Blythe

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Conveyance of fee interest in Peter McIntyre County Park from County of Riverside to Riverside County Regional Park & Open-Space District.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- ☒ **Categorical Exemption. State type and section number: 15031 Existing Facilities and 15061(b)(3) Common Sense Exemption**

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

7/7/20
Date

YPR
Initial

Reasons why project is exempt:

The conveyance of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15031 – Existing Facilities exemption, and Section 15601(b)(3), "Common Sense" exemption, as the proposed project is merely the conveyance of title to real property and does not involve construction or development; therefore, no significant impact on the environment will occur.

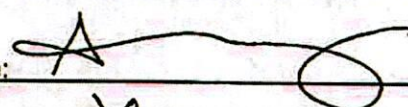
Lead Agency Contact: Analicia Gomez

Phone Number: 951-955-6998

If Filed by Applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes

No ☒

Signature: 

Date: 6/4/2020 Title: Senior Park Planner

☒ Signed by Lead Agency

☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for Filing at OPR:

JUN 23 2020 13.1

1 Board of Directors

Riverside County Regional
Park & Open-Space District

4 RESOLUTION NO. 2020-08

5 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY
6 REGIONAL PARK & OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTEREST IN
7 REAL PROPERTY KNOWN AS PETER MCINTYRE PARK, LOCATED NEAR THE CITY
8 OF BLYTHE, IN AN UNINCORPORATED AREA OF RIVERSIDE COUNTY, ASSESSOR'S
9 PARCEL NUMBER 875-202-003, BY QUITCLAIM DEED FROM THE COUNTY OF
10 RIVERSIDE

12
13 **WHEREAS,** the Riverside County Regional Park & Open-Space District
14 ("RivCoParks") may take by grant, devise and hold title of any interest in real property to further
15 its goals and objectives; and

16 **WHEREAS,** the County of Riverside ("County") acquired fee simple interest for Peter
17 McIntyre Park, located in an unincorporated area of Riverside County, near the City of Blythe,
18 consisting of 25.82 acres, identified by Assessor's Parcel Number 875-202-003 ("Property");

19 **WHEREAS,** the County desires to convey to RivCoParks, and RivCoParks desires to
20 accept, fee simple interest in the Property;

21 **WHEREAS,** the County and RivCoParks concur that it would be in both parties best
22 interest to transfer fee simple interest in the Property to RivCoParks;

23 **WHEREAS,** RivCoParks has reviewed and determined that the conveyance of the
24 Property to RivCoParks as being categorically exempt from the California Environmental
25 Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15031 – Existing Facilities
26 exemption, and Section 15601(b)(3), "Common Sense" exemption, as the proposed project is
27 merely the conveyance of title to real property and does not involve construction or
28 development; therefore, no significant impact on the environment will occur; and

Gregory P. Priamos, County Counsel

Thomas Oh, Deputy County Counsel

JUN 23 2020 13.1

1 **WHEREAS**, on June 9, 2020 the County of Riverside authorized the conveyance of the
2 aforementioned fee simple interest in real property to the District as permitted in California
3 Government Code Sections 25521.5 and 25365; now, therefore

4 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Directors of
5 the Riverside County Regional Park and Open-Space District, in regular session assembled on
6 June 16, 2020, in the meeting room of the Board of Directors located on the 1st floor of the
7 County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based
8 upon a review of the evidence and information presented on the matter, as it relates to the
9 conveyance has determined that the proposed conveyance of the Property is categorically
10 exempt from CEQA pursuant to State CEQA Guidelines Section 15031 – Existing Facilities
11 exemption, and Section 15061(b)(3), “Common Sense” exemption because it can be seen with
12 certainty that there is no possibility that the activity in question will have a significant effect on
13 the environment because it merely involves the conveyance of title to real property and no
14 construction activities or development is to occur.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
16 accepts the conveyance of the hereinafter described property by Quitclaim Deed to the
17 Riverside County Regional Park & Open Space District: Certain fee interest in real property
18 located in the unincorporated area of Riverside County near the City of Blythe, County of
19 Riverside, State of California, identified with Assessor’s Parcel Number 875-202-003, more
20 particularly described in Exhibit “A”, Legal Description, attached hereto and made a part
21 hereof.

22 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board
23 is hereby authorized to execute the certificate of acceptance on behalf of RivCoParks for
24 attachment to the Quitclaim Deed necessary for recordation thereof.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the General Manager of
26 RivCoParks is authorized to execute any other necessary documents and administer all actions
27 necessary to complete the conveyance of real property and this transaction.
28

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Parcel 1, Section 34, Township 7 South, Range 23 East, in the County of Riverside, State of California, s shown by Record of Survey, on file in Book 17, Page 92 of Records of Surveys, Riverside, County Recorders, described as follows:

Commencing at the Southwest corner of Section 34, as shown on said Record of Survey, said point being on the Easterly extension of the Southerly boundary of Section 32, Township 7 South, Range 23 East, San Bernardino Base and Meridian;

Thence East on the Southerly boundary of said Section 34. 83 feet, to a point thereon, said point being the true point of beginning; said point, also being the Southeast corner of that certain 60 feet wide Parcel of land known as Intake Boulevard conveyed to the County of Riverside by deed recorded May 8, 1951 in Book 1269, Page 202 of Official Records, Riverside County Records;

Thence North $1^{\circ}07'00''$ West, on the East line of said Intake Boulevard, parallel with the West line of said Section 34, 730 feet;

Thence East, parallel with the South line of said Section 34, 1595 feet, more or less, to a point on the West bank of the Colorado River, as shown on said record of survey;

Thence South $1^{\circ}28'40''$ West, on said West bank, 730 feet, more or less, to a point on said Southerly boundary of Section 34;

Thence West on said Southerly boundary of Section 34, 1561 feet, more or less, to the point of beginning;

Also excepting from the above described property any portion thereof located in the drains, canals or levees of the Palo Verde Irrigation District.

Also excepting therefrom all riparian rights in and to the waters of the Colorado River pertaining or appurtenant to said real property.

Said property lies Easterly of the Easterly line of the United States Government Survey of 1874 and is commonly referred to as accretion lands.

Assessor's Parcel Number: 875-202-003

1 **BOARD OF DIRECTORS**

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

2
3 **RESOLUTION NO. 2020 - 08**

4 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
5 **PARK & OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTEREST IN REAL PROPERTY
6 **KNOWN AS PETER MCINTYRE PARK, LOCATED NEAR THE CITY OF BLYTHE IN AN
7 **UNINCORPORATED AREA OF RIVERSIDE COUNTY, ASSESSOR'S PARCEL
8 **NUMBER 875-202-003, BY QUITCLAIM DEED FROM THE COUNTY OF RIVERSIDE**********

9
10 **ADOPTED by Riverside County Board of Supervisors on June 23, 2020.**

11 **ROLL CALL:**

12
13
14 **Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt**
15 **Nays: None**
16 **Absent: None**

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

KECIA R. HARPER, Clerk of said Board

By: Priscilla Rasco

Deputy

06.23.20 13.1

**TRANSFER AGREEMENT
BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND
RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT**

This ~~TRANSFER~~ AGREEMENT ("Agreement") is made and effective on JUN 23 2020 ("Effective Date") by and between The County of Riverside, a political subdivision of the State of California ("COUNTY"), and the Riverside County Regional Park & Open space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("RIVCOPARKS"). COUNTY and RIVCOPARKS may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the COUNTY is the owner of a park property consisting of 25.82 acres, identified with Assessor's Parcel Number 875-202-003, as more particularly described in Exhibit "A", attached hereto and made apart hereof, located near the City of Blythe in an unincorporated area of the County of Riverside, State of California ("Property");

WHEREAS, the COUNTY desires to convey the Property to RIVCOPARKS, and RIVCOPARKS desires to accept fee title to the Property so RIVCOPARKS may manage the Property more effectively;

WHEREAS, pursuant to Government Code Section 25521.5, the Board of Supervisors of the County of Riverside may transfer to the Riverside County Regional Park and Open-Space District, without a vote of the electors of the County first being taken, any real or personal property belonging to the County;

WHEREAS, pursuant to Government Code Section 25365, the COUNTY may transfer interests in real property or interest therein, belonging to the COUNTY to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for COUNTY use;

WHEREAS, the transfer of Property is exempt from the California Surplus Land Act pursuant to California Government Code Section 54221(f)(1)(D) because the COUNTY is transferring surplus land to RIVCOPARKS for RIVCOPARK's use; and

WHEREAS, the COUNTY and RIVCOPARKS desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property.

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

AGREEMENT

1. **Transfer of the Property.** Within sixty (60) days of full execution of this Agreement, COUNTY shall convey and transfer to RIVCOPARKS the fee title to the Property substantially in the form of Quitclaim Deed ("Deed"), attached hereto as Exhibit "B" and by this reference incorporated herein, for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

2. **PROPERTY TRANSFERED IN "AS-IS" CONDITION.**

2.1 DISTRICT acknowledges that the Property is being transferred in "as-is" condition, as of the date of this Agreement, without warranty, and that COUNTY is not responsible for making corrections or repairs of any nature. RIVCOPARKS further acknowledges that COUNTY has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, and lot size;
- C. Type, size, adequacy, capacity, and condition of sewer systems and components;
- D. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property;
- E. Limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;

- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of RIVCOPARKS.

2.2 RIVCOPARKS represents and warrants to COUNTY that RIVCOPARKS and/or RIVCOPARKS representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in "as-is" condition.

3. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within sixty (60) days following the full approval and execution of this Agreement ("Closing Date").

4. **COUNTY's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of RIVCOPARKS, the close of this transaction shall be conditioned upon the timely performance by COUNTY of all obligations required of COUNTY by the terms of this Agreement.

5. **RIVCOPARKS' Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of COUNTY, the close of this transaction shall be conditioned upon the timely performance by RIVCOPARKS of all obligations required of RIVCOPARKS by the terms of this Agreement.

6. **Mutual Obligations.** The following terms and conditions are part of the consideration and material to the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

7. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by the COUNTY to RIVCOPARKS will occur within the times described in Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

8. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the COUNTY:

If to RIVCOPARKS:

County of Riverside
Facilities Management
Deputy Director of Real Estate
3403 10th Street Suite 400
Riverside, CA 92501
951-955-4820

General Manager
Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

9. **Conflict of Interest.** No member, official or employee of the COUNTY or RIVCOPARKS shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

10. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

11. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

12. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

14. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. **Entire Agreement.** This Agreement embodies the entire agreement between

the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

16. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

17. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

18. **Survival.** The rights and obligations created in this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

[Signature Provisions on Following Page]

19. This Agreement will be null and void if not duly approved and executed by both Parties.

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

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

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT,
a park and open-space district created
pursuant to the California Public
Resources Code, Division 5, Chapter 3,
Article 3

By: V. M. Perez
V. Manuel Perez, Chairman
Board of Supervisors

By: _____
Chuck Washington
Board of Directors

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

By: Kecia R. Harper
Deputy

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel
Wesley W. Stanfield

By: Thomas Oh
Thomas Oh
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Parcel 1, Section 34, Township 7 South, Range 23 East, in the County of Riverside, State of California, as shown by Record of Survey, on file in Book 17, Page 92 of Records of Surveys, Riverside, County Records, described as follows:

Commencing at the Southwest corner of Section 34, as shown on said Record of Survey, said point being on the Easterly extension of the Southerly boundary of Section 32, Township 7 South, Range 23 East, San Bernardino Base and Meridian;

Thence East on the Southerly boundary of said Section 34, 83 feet, to a point thereon, said point being the true point of beginning; said point, also being the Southeast corner of that certain 60 feet wide Parcel of land known as Intake Boulevard conveyed to the County of Riverside by deed recorded May 8, 1951 in Book 1269, Page 202 of Official Records, Riverside County Records;

Thence North $1^{\circ}07'00''$ West, on the East line of said Intake Boulevard, parallel with the West line of said Section 34, 730 feet;

Thence East, parallel with the South line of said Section 34, 1595 feet, more or less, to a point on the West bank of the Colorado River, as shown on said record of survey;

Thence South $1^{\circ}28'40''$ West, on said West bank, 730 feet, more or less, to a point on said Southerly boundary of Section 34;

Thence West on said Southerly boundary of Section 34, 1561 feet, more or less, to the point of beginning;

Also excepting from the above described property any portion thereof located in the drains, canals or levees of the Palo Verde Irrigation District.

Also excepting therefrom all riparian rights in and to the waters of the Colorado River pertaining or appurtenant to said real property.

Said property lies Easterly of the Easterly line of the United States Government Survey of 1874 and is commonly referred to as accretion lands.

Assessor's Parcel Number: 875-202-003

EXHIBIT "B"

QUITCLAIM DEED

[attached behind this page]

Recorded at request of and return to:
Riverside County Regional Parks
& Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

FREE RECORDING

This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 27383)

CC:dr/040120/070PD/30.122

space above this line for recorder's use

Project: Peter McIntyre Park
APNs: 875-202-003

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF RIVERSIDE ("Grantor"), a political subdivision of the State of California

hereby remises, releases and forever quitclaims to the

RIVERSIDE COUNTY REGIONAL PARKS & OPEN-SPACE DISTRICT,
a park and open-space district created pursuant to the California Public Resources Code,
Division 5, Chapter 3, Article 3

its successors and assigns, all Grantor's right, title and interest in and to that certain real
property situated in the County of Riverside, State of California, more fully described on
Exhibit A, attached hereto and made a part hereof.

Date: _____

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

By: _____
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT
CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED

APN: 875-202-003

Pursuant to Government Code Section 25521.5

This is to certify that the interest in real property conveyed by Quitclaim Deed dated _____ from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, is hereby accepted by order of the Board of Directors on _____, and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT consents to recordation thereof.

Dated this _____ day of _____, 20_____.

RIVERSIDE COUNTY REGIONAL PARK
& OPEN-SPACE DISTRICT

By _____
Chairman, Board of Directors

**AMENDED AND RESTATED
LEASE AND CONCESSION AGREEMENT
PETER MCINTYRE PARK**

THIS AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT ("Agreement" or "Lease") made and entered into this 23 day of June, 2020, by and between the **RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, hereinafter called "RIVCOPARKS", and DESTINY MCINTYRE LLC, a Delaware limited liability company, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, RIVCOPARKS is the Owner of certain real property referred to herein as the "Premises", which Premises are located at the Northeast corner of the intersection of Intake and 26th Street at the Colorado River in the unincorporated area of County of Riverside, State of California, more particularly depicted as Parcels A, B, C, and D on Attachment "1", attached hereto and incorporated herein by this reference as though fully set forth herein;

WHEREAS, RIVCOPARKS, as successor-in-interest to County of Riverside, and CALIFORNIA EAST COAST, INC., LESSEE's predecessor-in-interest, entered into that certain Lease and Concession Agreement dated October 15, 1985, as amended by that certain First Amendment to Lease (McIntyre Park) dated September 21, 1993, Second Amendment to Lease (McIntyre Park) dated July 21, 1998, and Third Amendment to Lease dated July 28, 1998 ("Third Amendment"), (collectively "Original Agreement"), by which LESSEE is leasing from RIVCOPARKS the Premises for the purpose of operating and maintaining thereon a concession complex as set forth in the Original Agreement;

WHEREAS, RIVCOPARKS and LESSEE desire to enter into this Agreement for the purpose of amending and restating the Original Agreement in its entirety, upon the terms and conditions set forth herein; and

WHEREAS, it is appropriate that this Agreement be entered into for the safety and convenience of the general public in the use and enjoyment of said Peter McIntyre Park.

NOW, THEREFORE, for and in consideration of the Premises, and of the mutual terms, covenants and conditions hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

1. **GRANT AND DESCRIPTION OF PREMISES.** RIVCOPARKS hereby leases to LESSEE for the purposes herein, the said Premises and the right, privilege and duty to design, construct, equip, operate, and maintain a concession complex as described in Attachment "1" attached hereto and by this reference made a part of this Lease and Agreement.

The possessory interest herein given to the LESSEE does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This contract is not intended to confer third party beneficiary status to any member of the public who is benefited by its terms.

This grant is subject to all valid and existing contracts, licenses, leases, encumbrances, and claims of title which may affect said property and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof. RIVCOPARKS does, however, covenant that it has title to the Premises and the right to make this Lease to LESSEE.

2. **CONDITION OF PREMISES.** The taking of possession of the subject Premises by LESSEE shall, in itself, constitute acknowledgement that the subject Premises are in good and tenantable condition. LESSEE agrees to accept said Premises in their presently existing condition, "AS IS", and that RIVCOPARKS shall not be obligated to make any alterations, additions or betterments thereto.
3. **TERM.** The term of this Lease shall commence on the date of full execution hereof and shall terminate on the 31st day of December, 2035. Should LESSEE hold over after the expiration of the term of this Agreement with the express or implied consent of

RIVCOPARKS, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent, subject otherwise to all the terms and conditions hereof. At the expiration or termination hereof, as herein provided, the LESSEE shall within thirty (30) days thereafter, remove from said Premises or otherwise dispose of all personal property belonging to LESSEE located on said Premises. Should LESSEE fail to remove or dispose of his property as herein provided, RIVCOPARKS may, at its election, consider such property abandoned and may dispose of the same at LESSEE'S expense. In addition, upon expiration or termination hereof, the LESSEE shall quit and surrender the said Premises, including real property improvements, in a good state of repair, damage by matters over which the LESSEE has no control excepted, provided that such exculpatory provision shall not extend to any risk which LESSEE is required to insure against as herein provided.

A. LESSEE shall have two (2) options to extend the term of the Lease, for two (2) separate and consecutive periods as follows:

(1) A fifteen-year period commencing January 1, 2036 and terminating December 31, 2050 ("First Option").

(2) A fifteen-year period commencing January 1, 2051 and terminating December 31, 2065 ("Second Option").

B. The foregoing options shall be exercised by LESSEE giving RIVCOPARKS notice of its election thereof, in writing, no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the previous term.

C. The foregoing options may not be exercised unless LESSEE is in possession of the leased Premises and is otherwise not in default or breach under the Lease, as amended.

4. **QUITCLAIM DEED.** Upon termination of the rights hereby granted, the LESSEE shall execute and deliver to RIVCOPARKS within thirty (30) days after the service of written demand therefor, a quitclaim deed of the Premises prepared by RIVCOPARKS.

5. **RENTAL.** As rental for the Premises LESSEE shall pay to RIVCOPARKS, on a

quarterly basis, without demand, (i) \$.02 per each gallon of gasoline sold, and (ii) a sum equal to nine percent (9%) of all gross receipts (except from the sale of gasoline) payable quarterly within twenty (20) days after the end of the calendar quarter in which the rental accrues.

LESSEE shall furnish to RIVCOPARKS by the 20th day of the month next following the end of each calendar quarter of the term hereof, a statement of its cumulative total gross receipts as defined herein through the close of the preceding quarter, for the then current fiscal year. Said statement shall be executed by an officer of LESSEE under penalty of perjury. Together with such quarterly statement, LESSEE shall pay to RIVCOPARKS the rental fee for the preceding calendar quarter. If LESSEE shall fail to make such rental payment within 10 days following its due date, such failure shall be considered a material breach of the terms and conditions hereof, and a late payment fee of five percent (5%) will be due and payable on any rental not paid within such a period. An additional fee of five percent (5%) will be assessed every thirty (30) days thereafter until payments are received and rent is current. Payments to RIVCOPARKS shall be made to the order of the Riverside County Regional Park & Open Space District, 4600 Crestmore Road, Jurupa Valley, California 92509.

For the purposes of this paragraph a "fiscal year" is defined as each 12-month period during the term of this Lease commencing July 1 and ending June 30. If this Lease does not commence on July 1, the first fiscal year hereunder shall commence on the commencement date and end on the following June 30th.

LESSEE shall keep true and accurate books and records showing all of its business transactions in separate records of account for its operations in a manner acceptable to RIVCOPARKS in accordance with generally accepted accounting principles, and RIVCOPARKS shall have the right through its representatives and at all reasonable times, after giving at least five (5) working days' notice in writing to LESSEE to inspect such books and records including State of California sales tax return records and LESSEE hereby agrees that all such records and instruments shall be made available to RIVCOPARKS at LESSEE's premises or at the offices of LESSEE's accountant.

LESSEE will submit to RIVCOPARKS, no later than 60 days after the close of each

fiscal year, a profit and loss statement prepared by a Certified Public Accountant. Said statement shall contain a certification that all gross receipts during the yearly accounting period shall have been duly and properly reported to RIVCOPARKS.

RIVCOPARKS further reserves the right to examine all such books and records at any time during the one (1) year period following the expiration or termination of this Lease, after giving at least 30 days' notice writing to LESSEE.

LESSEE agrees that as part of its record-keeping activity it shall at its own cost and expense, maintain accurate and complete transaction accounting.

The term "gross receipts", wherever used in this Lease is intended to and shall mean all monies, property or any other things of value received by LESSEE through the operation of said concession or from any other business carried on or upon said Premises or any portion thereof, or from any other use of said Premises or any portion thereof by LESSEE, without deduction or deductions, it being understood, however, that the term "gross receipts" shall not include any sales or excise taxes imposed by any governmental entity and collected by LESSEE, or receipts from the sale of gasoline, or receipts from electric cost reimbursement, the rental attributable to which shall be computed as otherwise herein provided. Gross receipts in credit card transactions shall include only the actual amount received by LESSEE from the credit card issuer when it is received. Gross receipts shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

- (1) The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.
- (2) Sums and credits received in settlement of claims for loss of or damage to merchandise.
- (3) Sales of fixtures, trade fixtures, or personal property that LESSEE has the right to remove from the Premises under the terms of this Lease; provided however, that this exclusion shall not apply to business inventory items.

In the event LESSEE is prevented from carrying on the operations contemplated herein by reason of an act of God or other reason beyond its control and when such is reasonably so

determined by RIVCOPARKS, then the rentals prescribed herein shall be abated for such period of nonoperation.

6. **USE OF PREMISES.** The subject Premises shall be used by the LESSEE for the operation and maintenance of a concession facility which shall include, but not by way of limitation, the following:

- A. Coin Operated Vending Machines. (food, soft drinks, cigarettes, laundry products, amusement and such other products as are appropriate to meet the needs of the camping and boating family, and the public).
- B. Overnight Camping.
- C. Boat Rentals.
- D. The rental of supplies and equipment which relate to water sports and other recreational activities.
- E. Sales of hot and cold food, groceries, snacks, beverages, liquor, beer and wine, sundries, ice, water sports equipment, bait, fishing equipment and other materials, supplies and equipment necessary or convenient to camping, boating, water skiing, and other water sports, hiking and general recreational activities.
- F. Laundry facilities for public use.
- G. Boat dock.
- H. Boat launch and recovery ramp.
- I. Solar equipment used for the production and distribution of electric power.

In addition to the aforesaid permitted uses, LESSEE may utilize area as shown on Attachment "1" for personal residence purposes, and in addition, shall provide one full hook-up (electrical, water and sewer) for the use of up to two (2) employees of Riverside County Regional Park & Open Space District at no cost or expense to RIVCOPARKS except for actual electricity consumed.

Area shown on Attachment "1" presently incorporates some unimproved land that is being used as a storage area. LESSEE will clean and maintain said area. LESSEE may, but shall not be required to, improve said area to include any or all of the uses permitted by this Lease.

LESSEE shall not use or permit the subject Premises to be used in whole or in part during the term of this contract for any purpose other than as herein set forth, without the prior written consent of RIVCOPARKS. LESSEE expressly agrees at all times during the term of this contract, at its own cost and expense, to maintain and operate the areas outlined in Attachment "1" in a clean, safe, wholesome and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or at any time during the term of this contract in force relating to sanitation or public health, safety or welfare; and LESSEE shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto, adopted by Federal, State or other governmental bodies or departments or officers thereof. This contract is expressly subject to regulations of RIVCOPARKS. LESSEE shall remedy without delay any defective, dangerous or unsanitary conditions on the demised premises. If any future law or regulation shall render it economically unfeasible for LESSEE to continue to operate the Premises as a concession facility similar to the manner in which it is being operated at the inception of this Lease, LESSEE may cancel and terminate this Lease.

7. ADDITIONAL IMPROVEMENTS. LESSEE shall have the right and duty to construct or install the New Improvements. The New Improvements shall be constructed in accordance with all applicable building codes and permits and shall be subject to the usual review by the applicable regulatory agencies. RIVCOPARKS, as RIVCOPARKS under the Lease, hereby approves the New Improvements, subject to their compliance with the above standards and approvals. LESSEE will deliver to RIVCOPARKS "as built" plans, or drawings, within thirty (30) days of completion of the construction of the New Improvements.

A. LESSEE shall have the right from time to time to construct additional improvements (in addition to the New Improvements) or alter, demolish and repair and improve existing improvements subject to the following conditions:

The plans for each improvement shall be submitted to RIVCOPARKS for approval prior to the commencement of construction if plans therefor are required. RIVCOPARKS's approval thereof shall not be unreasonably withheld. RIVCOPARKS shall consider the plans from the

standpoint of safety, and good construction practice. RIVCOPARKS shall diligently process LESSEE's request for approval of plans for additional facilities and such approval shall be given within thirty (30) days after the plans have been submitted. After thirty-one (31) days have elapsed since the plans were submitted to the Riverside County Regional Park & Open Space District, if no objection by that district has been communicated in writing to LESSEE, such plans shall be considered approved. Any objection shall be accompanied by the Riverside County Regional Park & Open Space District's reasons for its rejection. Construction shall be in strict compliance with the plans when approved and shall not commence prior to such approval. Such construction shall be in compliance with all laws and ordinances, including the building codes of the County of Riverside. LESSEE shall permit inspection of the construction at any reasonable time by RIVCOPARKS. LESSEE will deliver to RIVCOPARKS "as built" plans, or drawings, within thirty (30) days of RIVCOPARKS's final approval of the construction or within thirty (30) days of the final approval of any other governmental agency that may be required, whichever is last to occur.

8. TITLE TO IMPROVEMENTS. LESSEE hereby acknowledges the title of RIVCOPARKS in and to the Premises described in this Lease, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest or resist said title. RIVCOPARKS represents to LESSEE that RIVCOPARKS is the owner of fee title to the Premises with full authority to enter into this Lease. Further, that by entering into this Lease, RIVCOPARKS is not breaching any agreement to which it is a party or by which it is bound.

9. MAINTENANCE OF IMPROVEMENTS. LESSEE agrees to maintain any and all concession facilities including but not limited to equipment and other items on the subject Premises in good order and repair pursuant to standards of comparable facilities, public and private, located adjacent to the Colorado River, at its own cost and expense, during the entire term of this Lease. LESSEE shall perform, at its own cost and expense any required maintenance and repairs, including structural maintenance, and should

LESSEE fail, neglect or refuse to do so, RIVCOPARKS shall have the right to perform such maintenance or repairs for the LESSEE'S account and the LESSEE agrees to promptly reimburse RIVCOPARKS for the cost thereof, provided however, that RIVCOPARKS shall first give LESSEE ten (10) days' written notice of its intention to perform such maintenance or repairs for the LESSEE's account for the purpose of enabling LESSEE to proceed with such maintenance or repairs to, or maintain any improvements on, the subject Premises. LESSEE hereby expressly waives the right to make repairs at the expense of RIVCOPARKS, if any there be.

10. UTILITIES AND SERVICES. LESSEE shall be responsible for the provision and installation of all utilities used in connection with the concession facilities shown on Attachment "1". LESSEE shall be responsible for the payment of all utility charges, including furnishing all necessary refuse and garbage containers and removal and disposal of all rubbish, refuse and garbage resulting from concessions operations to a legal site outside the park unit.

11. EQUIPMENT. LESSEE, at his own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in good order and repair throughout the term of this Lease.

12. SIGNS. LESSEE will conspicuously display by suitable signs in the appropriate locations all prices and fees for the use of the facilities, which are the subject of this Lease, by the public. RIVCOPARKS hereby approves LESSEE'S existing signs.

LESSEE may increase the size and height and otherwise modify existing signs, and may install such additional signs as are reasonable, appropriate or convenient for the overall operation of the facilities, being advised as to fees and prices and to provide such other information as may be appropriate. LESSEE shall maintain all signs in a good condition and repair.

13. QUALITY OF SERVICE. LESSEE agrees that it will operate and manage the

services and facilities offered in a responsible manner during the entire term of this Lease. LESSEE agrees that it shall and will furnish goods and services of good quality and shall and will maintain a high standard of service, without discrimination.

LESSEE shall post rates and prices for all goods and services in such places as may be designated by RIVCOPARKS. LESSEE shall annually submit to RIVCOPARKS a price list of goods and services available to the public, excluding camp store items.

LESSEE agrees to consider, but not necessarily adopt, any change or modification in pricing suggested by RIVCOPARKS.

LESSEE agrees to use its best effort to sell and use recyclable containers and to cooperate with RIVCOPARKS in attempting to limit damage to the environment.

If RIVCOPARKS shall object to the sale by LESSEE of any item or items which RIVCOPARKS considers to be offensive in nature, LESSEE agrees to consider, but not necessarily to adopt, any such objection.

A competent and responsible person shall be on the Premises at all times while the concession is in operation.

14. **BOND.** Intentionally left blank.

15. **HOLD HARMLESS AGREEMENT.** LESSEE hereby waives all claims and recourse against RIVCOPARKS including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Lease except claims arising from the concurrent or sole negligence of RIVCOPARKS, its officers, agents and employees.

LESSEE shall indemnify, hold harmless, and defend RIVCOPARKS, its officers, agents and employees from and against any and all claims, demands, damages, costs, expenses or liability costs arising out of the development, construction, operation or maintenance of the concession activities described herein except for liability arising out of the concurrent or sole negligence of RIVCOPARKS, its officers, agents or employees.

In the event RIVCOPARKS is named as co-defendant, the LESSEE shall notify

RIVCOPARKS of such fact and shall represent RIVCOPARKS in such legal action unless RIVCOPARKS undertakes to represent itself as co-defendant in such legal action, in which event RIVCOPARKS shall bear its own litigation costs, expenses, and attorneys fees.

In the event judgment is entered against RIVCOPARKS and LESSEE because of the concurrent negligence of RIVCOPARKS and LESSEE, their officers, agents or employees, an apportionment or liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

RIVCOPARKS shall indemnify, hold harmless, and defend LESSEE, its officers, agents and employees from and against any and all claims, demands, damages, costs, expenses or liability arising out of the development, construction, operation or maintenance of RIVCOPARKS Day-Use Area depicted as Area "D" on Attachment "1" except for liability arising out of the concurrent or sole negligence of LESSEE, its officers, agents or employees.

In the event LESSEE is named as co-defendant, RIVCOPARKS shall notify the LESSEE of such fact and shall represent the LESSEE in such legal action unless LESSEE undertakes to represent itself as co-defendant in such legal action, in which event the LESSEE shall bear its own litigation costs, expenses and attorneys fees. In the event judgement is entered against LESSEE and RIVCOPARKS because of the concurrent negligence of the LESSEE and RIVCOPARKS, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

- 16. LIABILITY INSURANCE.** LESSEE shall maintain in force during the term of this Lease public liability insurance in the sum of One Million Dollars (\$1,000,000) for injury to or death of one or more persons, and property damage insurance, each coverage in the sum of One Million Dollars (\$1,000,000). Each policy of liability insurance shall contain the following special endorsement:

"The Riverside County Regional Park & Open-Space District and its officers, employees and agents, are hereby declared to be additional

insureds under the terms of this policy, as to the activities of the LESSEE, and its officers, employees and its agents, as related to the Lease and operation of the concession activity described herein. This insurance policy will not be cancelled without thirty (30) days' prior written notice to said Riverside County Regional Park & Open-Space District. The Riverside County Regional Park & Open Space-District is not liable for the payment of any premiums or assessments on this policy. The insurance afforded by this policy is primary and noncontributory to any policy carried by the Riverside County Regional Park & Open-Space District."

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of LESSEE to furnish insurance during the term of this Lease. Said policy or policies shall be issued as a primary policy by insurance companies authorized to do business in the State of California, with a financial rating of at least B+5 status as rated in the most recent edition of Best's Insurance Reports. A signed complete certificate of insurance, with all endorsements, required by this paragraph, shall be submitted to RIVCOPARKS concurrently with the execution of this Lease. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements required by this paragraph, showing that such insurance coverage has been renewed or extended shall be filed with RIVCOPARKS.

17. **FIRE INSURANCE.** LESSEE shall maintain in force during the term of this Lease, fire insurance with extended coverage endorsement thereon, on all concession improvements, whether Riverside County Regional Park & Open-Space District-owned, placed or constructed upon the subject Premises by LESSEE, in an amount equal to ninety percent (90%) of the full replacement cost and/or value thereof; said policy to contain a replacement cost endorsement naming the LESSEE as the insured, provided however, that if there is a lender on the security of the improvements so insured, the proceeds of

any such policy or policies may be made payable to such lender. In either case, whether proceeds are paid to LESSEE or lender, the policy shall contain a special endorsement that such proceeds shall be used to repair or rebuild any such improvements so damaged or destroyed; and if not so used, such proceeds shall be paid to RIVCOPARKS. The proceeds of any such insurance payable to RIVCOPARKS are to be deposited in the Park Acquisition and Development Fund and shall be used for rebuilding or repair as necessary to restore the Premises and at the discretion of RIVCOPARKS.

A complete signed certificate of insurance with all endorsements required by this paragraph shall be filed with RIVCOPARKS prior to the commencement of construction of such improvements; and such policy or policies shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to RIVCOPARKS and RIVCOPARKS is not responsible for the payment of any premiums or assessments thereon. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance with all endorsements required by this paragraph, showing that such insurance coverage has been renewed shall be filed with RIVCOPARKS.

In the event of any destruction, loss or damage by fire or other cause of any Riverside County Regional Park & Open-Space District-owned buildings, improvements or fixtures used in connection with said concession operation, which cannot be repaired within two hundred seventy (270) days or within one hundred eighty (180) days following receipt of insurance funds, whichever date is first to occur, either party may terminate this Lease by notice in writing to the other party given within fifteen (15) days after such notification. In the event of such termination, RIVCOPARKS shall be entitled to any fire insurance proceeds. In the event of such destruction, loss or damage and this Lease is not so terminated under this paragraph, any buildings, improvements, or fixtures constructed by RIVCOPARKS in replacement of such damaged or destroyed property, shall be subject to the terms and provisions hereof.

Notwithstanding anything to the contrary contained in this Lease, if (i) there is material damage to or destruction of the Premises during the last four (4) years of the Term (including all exercised extension options), or (ii) there is damage to or destruction of the Premises which (a) arises from a cause which is not insured against, or (b)(1) arises from a

cause which is insured against but for which the recoverable proceeds of such insurance are less than the cost to repair said damage or destruction, and (2) the cost to the LESSEE (which is not covered by insurance proceeds) of repairing said damage or destruction exceeds the cost of demolishing and removing the remaining improvements on the Premises, or (iii) there is damage to or destruction of the Premises and the governmental restrictions then in effect with respect to the Premises prohibit the construction of economically viable replacement improvements with respect to a use which LESSEE has the right to engage in under this Lease, then LESSEE shall have the right to terminate this Lease upon delivery to RIVCOPARKS of notice, within ninety (90) days after the event giving rise to such right to terminate, of LESSEE's election to terminate.

18. ASSIGNMENT, SUBLETTING AND LEASEHOLD ENCUMBRANCES.

A. Restrictions on Assignment/Subletting. Except as otherwise expressly set forth in this Lease, LESSEE shall not assign this Lease, or any interest herein, and shall not Sublease (as defined herein) the Premises or any part thereof, or any right or privilege appurtenant thereto, without first obtaining the written consent of RIVCOPARKS, which consent will not be unreasonably withheld provided the proposed assignee or Sublessee is financially creditworthy and operationally experienced to perform the obligations of LESSEE under this Lease, and which consent shall be communicated by RIVCOPARKS to LESSEE in writing not later than thirty (30) days after LESSEE's request; provided, however, that the provisions of this paragraph 18A shall not be construed to restrict LESSEE's rental of the Premises for recreational vehicle use, as provided in paragraph 6 above. Any assignee or Sublessee hereunder shall agree to perform all of the terms, covenants and conditions to be performed by LESSEE under this Lease, so far as applicable to the portion of the Premises which is subject to such transaction. All Subleases shall provide that they shall be subject and subordinate to the provisions of this Lease. Consent by RIVCOPARKS to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, Subleasing, occupation or use by another person. Any assignment or Subleasing which requires the consent of RIVCOPARKS and which is made without the prior written

consent of RIVCOPARKS shall be void.

B. Permitted Assignments and Subleases. Notwithstanding anything which may be or appear to be to the contrary herein, RIVCOPARKS's consent shall not be required with respect to an assignment or sublease, license, concession agreement or the like (collectively, "Subleases") of this Lease (i) to any entity or entities in which LESSEE or any Affiliate (as defined herein) of LESSEE own a minimum of fifty percent (50%) ownership, or in connection with any Leasehold Mortgage (as defined below). Upon any assignment consented to by RIVCOPARKS or not requiring the consent of RIVCOPARKS (other than a Leasehold Mortgage), upon such assignee's assumption of the liabilities under the Lease arising from and after such assignment, LESSEE shall be released from any liability accruing under the terms and provisions of this Lease from and after such assignment. An "Affiliate" shall mean, with respect to any Person (as defined herein), (a) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with or more than five percent (5%) of the equity interest of which is owned beneficially or of record by, (i) such Person or (ii) any general partner or managing member of such Person; (b) any general or limited partner or member of (i) such Person or (ii) any general partner or managing member of such Person. As used in the previous sentence, "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. "Person" shall mean any entity, whether an individual, trustee, corporation, partnership, limited liability company, trust, unincorporated organization or otherwise.

C. Requirements For LESSEE's Request For Consent. As part of LESSEE's request for RIVCOPARKS's consent to an assignment or Sublease, if such consent is required as provided hereinabove, LESSEE shall provide RIVCOPARKS with the following information:

- (1) Name and address of the proposed assignee or Sublessee;
- (2) The financial information regarding any proposed assignee or Sublessee reasonably necessary to permit RIVCOPARKS to determine whether the proposed assignee or Sublessee is financially creditworthy to perform the obligations of LESSEE under this Lease;
- (3) The intended use of the Premises or part thereof by such assignee or

Sublessee; and

- (4) The material terms and conditions of the proposed transaction.

Upon completion, LESSEE shall deliver to RIVCOPARKS a copy of the subject assignment or Sublease document. All Subleases delivered to RIVCOPARKS shall be treated as confidential.

D. Encumbrance of Leasehold Estate. LESSEE may, at any time and from time-to-time, without RIVCOPARKS's consent, pledge, convey a security interest in, or otherwise encumber LESSEE's leasehold estate by any mortgage, deed of trust, assignment and leaseback for financing purposes, or other method of securing real property financing ("**Leasehold Mortgage**"). In the event that LESSEE grants a Leasehold Mortgage, LESSEE or the owner of the Leasehold Mortgage ("**Leasehold Mortgagee**") shall notify RIVCOPARKS in writing that a Leasehold Mortgage has been granted by LESSEE and shall furnish RIVCOPARKS with the address to which the Leasehold Mortgagee desires copies of notices to be mailed, which address may be changed from time to time by LESSEE or the Leasehold Mortgagee by notice to RIVCOPARKS.

E. Leasehold Mortgagee Protections. During the continuance of any Leasehold Mortgage, and until such time as the lien of any Leasehold Mortgage has been extinguished:

(1) No Surrender or Amendment. RIVCOPARKS shall not agree to any mutual termination nor accept any surrender or termination of this Lease, nor shall RIVCOPARKS consent to any amendment or modification of this Lease, without the prior written consent of the owner of the Leasehold Mortgagee.

(2) Mortgagee's Right to Assign. Following the Leasehold Mortgagee's acquisition of LESSEE's interest in this Lease pursuant to a foreclosure or an assignment in lieu of foreclosure, RIVCOPARKS shall recognize the Leasehold Mortgagee and its assignee as LESSEE under this Lease, without RIVCOPARKS's prior consent.

(3) Amendment of Mortgagee Protection Provision. If, in connection with securing by LESSEE of any Leasehold Mortgage, the affected Leasehold Mortgagee requests an amendment with respect to the lender protection rights set forth in this Lease, RIVCOPARKS agrees not to unreasonably withhold its consent to any such amendment.

(4) Notices to Mortgagee. RIVCOPARKS, upon providing LESSEE with any notice under this Lease, shall, at the same time, provide a copy of such notice to every Leasehold Mortgagee. From and after any notice of default has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period for remedying the default complained of as the cure period provided to LESSEE pursuant to this Lease, plus the additional period provided to such Leasehold Mortgagee as specified below. RIVCOPARKS shall accept performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by LESSEE.

(5) Mortgagee's Right to Notice and Cure Prior to Termination of Lease. Notwithstanding anything to the contrary contained in this Lease, RIVCOPARKS shall have no right to terminate this Lease on account of an Uncured Breach (as defined herein) of LESSEE unless, following expiration of LESSEE's applicable cure period, RIVCOPARKS first provides each Leasehold Mortgagee not less than thirty (30) days' notice of its intent to terminate, if LESSEE's default can be cured by the payment of money (a "**Monetary Default**"), and not less than sixty (60) days' notice of its intent to terminate, if LESSEE's default is of any other type (a "**Non-Monetary Default**"), and the Leasehold Mortgagee fails to cure such Monetary Default within sixty (60) days after receipt of such notice or cure or, in good faith and with reasonable diligence and continuity, commence to cure such Non-Monetary Default within said sixty (60) day period. If such Non-Monetary Default cannot reasonably be cured within said sixty (60) day period (or is such that possession of the Premises is necessary to remedy the default), the date for termination shall be extended for such period of time as may be reasonably required to remedy such Default, if (i) Lender shall have fully cured any Monetary Default within thirty (30) days after its receipt of notice of RIVCOPARKS's intent to terminate, and shall continue to pay currently such monetary obligations as and when the same are due, and (ii) Lender continues its good faith and diligent efforts to remedy such Non-Monetary Default (including its acquisition of possession of the Premises if necessary to the cure of such default); provided, however, that the Leasehold Mortgagee shall not be obligated to pursue the cure of any Non-Monetary Default until it has obtained possession of the Premises, provided further, however, that Lender commences and prosecutes with reasonable diligence its efforts to obtain possession of the Premises. Nothing in this paragraph 18E(5) shall be construed

to require a Leasehold Mortgagee to continue any foreclosure proceeding it may have commenced against LESSEE after all defaults have been cured by the Leasehold Mortgagee, and if such defaults shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if LESSEE had not defaulted under this Lease. Nothing herein shall require a Leasehold Mortgagee who has acquired LESSEE's leasehold interest and has taken possession of the Premises to cure any Non-Monetary Default which is not capable of being cured by such Leasehold Mortgagee, and such default shall be deemed to be waived following the Leasehold Mortgagee's acquisition of LESSEE's leasehold interest and such Leasehold Mortgagee's timely cure of all Monetary Defaults and all Non-Monetary Defaults which are capable of cure by such Leasehold Mortgagee in accordance with the foregoing provisions.

(6) Non-Liability of Mortgagee. No Leasehold Mortgagee, acting in such capacity, shall be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, in that capacity, to assume the performance of any of the terms, covenants or conditions on the part of the LESSEE to be performed hereunder, unless and until it acquires the interest of LESSEE hereunder. Upon acquiring LESSEE's leasehold, the Leasehold Mortgagee may, with the consent of RIVCOPARKS (which will not be unreasonably withheld and shall be given at any time (including without limitation, prior to a foreclosure sale in order to pre-qualify prospective bidders at a foreclosure sale) upon written request of Leasehold Mortgagee, within thirty (30) days of such written request), sell and assign the leasehold estate on such terms and to such persons and entities as are acceptable to such Leasehold Mortgagee and thereafter be relieved of all obligations of LESSEE first arising under this Lease after the date of such sale or assignment. Any such assignee of said Leasehold Mortgagee or any other assignee of this Lease or of the leasehold estate created hereby by a conveyance in lieu of foreclosure or any purchaser at any foreclosure sale of this Lease or of the leasehold estate hereby created (other than the Leasehold Mortgagee), shall be deemed to be a transferee of this Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the LESSEE to be performed hereunder from and after the date of such purchase and

assignment and, from and after such date, shall be subject to all the terms of this Lease, including all restrictions on further transfer or assignment set forth in this Lease.

(7) Mortgagee's Right to New Lease if Lease is Terminated. In the event of a termination of this Lease for any reason including, without limitation, by reason of any default or the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors rights, RIVCOPARKS shall give prompt notice thereof to any Leasehold Mortgagees. RIVCOPARKS shall, on request of any such Leasehold Mortgagee made at any time within thirty (30) days after the giving of such notice by RIVCOPARKS, enter into a new lease ("New Lease") of the Premises with such Leasehold Mortgagee within thirty (30) days after the receipt of such request, which New Lease shall be effective as of the date of such termination of this Lease and shall be for the remainder of the Term, at the Rent provided for herein, and upon the same terms, covenants, conditions and agreements as are herein contained; provided that such Leasehold Mortgagee shall (i) contemporaneously with the delivery of such request pay to RIVCOPARKS all the installments of Rent payable by LESSEE hereunder which are then due with respect to the period prior to termination; (ii) pay to RIVCOPARKS at the time of the execution and delivery of said New Lease any and all sums for Rent payable by LESSEE hereunder for the period following the date of termination to and including the date of the New Lease, less the amount of all sums received by RIVCOPARKS from any sublessee in occupancy of any part or parts of the Premises and/or Improvements up to the date of execution of such New Lease; and (iii) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such New Lease to perform or cause to be performed all of the other covenants and agreements herein contained on LESSEE's part to be performed to the extent that LESSEE shall have failed to perform the same to the date of delivery of such New Lease, except where such failure to perform by LESSEE is, by its nature, a Non-Monetary Default not susceptible of cure by such Lender.

(8) Rights of Multiple Mortgagees to New Lease. If more than one Leasehold Mortgagee shall make request upon RIVCOPARKS for a New Lease in accordance with the provisions of paragraph 18E(7) above, then such New Lease shall be entered into pursuant to the request of the Leasehold Mortgagee whose Leasehold Mortgage shall be junior in lien provided:

(i) all Leasehold Mortgagees senior in lien shall have been paid all installments of interest and amortization of principal then due and owing to such Leasehold Mortgagees plus all expenses, including reasonable attorneys' fees, incurred by such senior Leasehold Mortgagees in connection with the termination of this Lease and with the execution and delivery of such New Lease; (ii) the new lessee will assume, in writing, all of the covenants, agreements and obligations on the part of the mortgagor under such senior Leasehold Mortgages to be kept, observed and performed on the part of such mortgagor; (iii) such New Lease shall contain all of the same provisions and rights in favor of and for the benefit of Leasehold Mortgagees holding Leasehold Mortgages thereon as are contained in this Lease, including but not limited to the right to obtain a New Lease in the event of the termination of said lease, and the right to receive notices of default, and to cure the same, in the same manner as provided in this Lease; and (iv) the senior Leasehold Mortgagees shall have received from the respective title insurance companies insuring the respective senior Leasehold Mortgages assurances satisfactory to such senior Leasehold Mortgagees that said senior Leasehold Mortgages and any assignment of rents and other security instruments executed in connection therewith will continue, with respect to such New Lease, in the same manner and order of priority of lien as was in existence with respect to this Lease and thereupon the leasehold estate of the new lessee created by such New Lease shall be subject to the lien of the senior Leasehold Mortgages in the same manner and order of priority of lien as was in existence with respect to this Lease. In the event not all of the foregoing provisos shall have been satisfied by or with respect to any such junior Leasehold Mortgagee, the Leasehold Mortgagee immediately senior in lien to such junior Leasehold Mortgagee shall have paramount rights to the benefits set forth in paragraph 18E(7) above, subject nevertheless to the provisions hereof respecting the senior Leasehold Mortgagees, if any. In the event of any dispute as to the respective senior and junior priorities of any such Leasehold Mortgages, the certification of such priorities by a title company doing business in California, satisfactory to RIVCOPARKS, shall be conclusively binding on all parties concerned. Should there be a dispute among Leasehold Mortgagees as to compliance with the foregoing provisions, RIVCOPARKS may rely on the affidavit of the most senior Leasehold Mortgagee as to compliance by any junior Leasehold Mortgagee. RIVCOPARKS's obligations to enter into a

New Lease with any junior Leasehold Mortgagee shall be subject to the receipt by RIVCOPARKS of evidence reasonably satisfactory to it that the conditions of (i) through (iv) hereinabove have been satisfied with respect to each senior Leasehold Mortgagee.

The right of a senior Leasehold Mortgagee under paragraph 18E(7) above, to request a New Lease may, notwithstanding any limitation of time set forth above in paragraph 18E(7) or in this paragraph 18E(8), be exercised by the senior Leasehold Mortgagee within thirty (30) days following the failure of the junior Leasehold Mortgagee to have exercised such right within the time provided by paragraph 18E(7).

If a junior Leasehold Mortgagee shall fail or refuse to exercise the rights set forth in this section, said senior Leasehold Mortgagees, in the inverse order of the seniority of their respective liens, shall have the right to exercise such rights subject to the provisions of this Lease.

(9) Priority of New Lease. It is the intent of the Parties that any New Lease made pursuant to paragraph 18E(7) shall have the same priority with respect to any lien, charge or encumbrance on the fee of the Premises as did this Lease and that the lessee under such New Lease shall have the same right, title and interest in and to the Premises as LESSEE had under this Lease.

(10) Survivability of Mortgagee Protection Provisions. The provisions of this paragraph 18E(10) and paragraphs 18E(7), (8) and (9) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if said Sections were a separate and independent contract made by RIVCOPARKS, LESSEE and such Leasehold Mortgagee.

(11) Effect of Termination on Subleases When Mortgagee Has Right to Enter into New Lease. After the termination of this Lease and during the period thereafter during which any Leasehold Mortgagee is entitled to enter into a New Lease of the Premises, RIVCOPARKS will not voluntarily terminate any Sublease or the rights of the Sublessee thereunder (provided such Sublease is a permissible Sublease under this Lease), unless such Sublessee is in default under such Sublease and has failed to cure same within the time provided under such Sublease. During such periods RIVCOPARKS shall receive all rent and other payments due from

Sublessees, including Sublessees whose attornment it shall have agreed to accept, as agent of such Leasehold Mortgagee and shall deposit such rents and payments in a separate and segregated account, but may withdraw and pay to RIVCOPARKS such sums as are required or were required to be paid to RIVCOPARKS under this Lease, at the time and in the amounts due hereunder, and may withdraw and expend such amounts as are necessary for the maintenance, operation, and management of the Premises in accordance with the requirements of this Lease; and, upon the execution and delivery of such New Lease, RIVCOPARKS shall account to the lessee under the said New Lease for the balance, if any (after application as aforesaid), of the rent and other payments made under said Subleases. The collection of rent by RIVCOPARKS acting as an agent pursuant to this section shall not be deemed an acceptance by RIVCOPARKS for its own account of the attornment of any Sublessee unless RIVCOPARKS shall have agreed in writing with such Sublessee that its tenancy shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a New Lease, in which case such attornment shall take place upon such expiration but not before. If the Leasehold Mortgagee fails to exercise its right to enter into a New Lease or fails to timely execute such New Lease, all rents collected by RIVCOPARKS on behalf of such Leasehold Mortgagee pursuant to this section shall become RIVCOPARKS's property free and clear of any claim by such Leasehold Mortgagee and such Leasehold Mortgagee shall have no further rights with respect thereto.

(12) Right of Mortgagee to Join in Action Between RIVCOPARKS and LESSEE. RIVCOPARKS shall give each Leasehold Mortgagee prompt notice of any judicial reference or other legal proceedings between RIVCOPARKS and LESSEE involving obligations under this Lease. Each said Leasehold Mortgagee shall have the right to intervene in any such proceeding to protect its interest and be made a party thereto, and the parties hereto do hereby consent to such intervention. In the event that any such Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, RIVCOPARKS shall give such Leasehold Mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of the judicial reference or other legal proceeding.

(13) Notices to Mortgagee. Notices from RIVCOPARKS to any Leasehold

Mortgagee shall be mailed to the address specified by the LESSEE or the Leasehold Mortgagee, as designated from time to time. All notices from the Leasehold Mortgagee to RIVCOPARKS shall be mailed to the address designated pursuant to this Lease or such other address as RIVCOPARKS may designate in writing from time to time. Such notices shall be given in the manner described in paragraph 21 of this Lease and shall in all respects be governed by the provisions of such Section.

(14) Insurance and Condemnation Proceeds. Notwithstanding anything to the contrary in the Lease, in the event of any damage to or destruction of the Premises or any portion thereof or interest therein, the proceeds of LESSEE's insurance shall be deposited with Leasehold Mortgagee and shall be applied in accordance with the applicable provisions of the Lease. It is understood and acknowledged that the failure to apply the insurance proceeds to repair and reconstruction of the Premises shall not limit, restrict or in any way waive LESSEE's obligation to repair and reconstruct the Premises following an event of damage and destruction as more specifically provided in this Lease. Notwithstanding anything to the contrary in this Lease, in the event of any condemnation of the Premises, or any portion thereof or any interest therein, the proceeds of the condemnation award shall be deposited with Leasehold Mortgagee, who shall apportion and apply the condemnation proceeds in accordance with the terms of the Lease. RIVCOPARKS acknowledges that LESSEE's interest in its portion of any condemnation proceeds to which it is entitled under the Lease shall be applied in accordance with the applicable provisions of the Leasehold Mortgage.

19. **TAXES.** LESSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest of LESSEE in this contract or any possessory right which LESSEE may have in or to the Premises covered hereby or the improvements thereon, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said Premises.

20. **PARK INSPECTION AND MAINTENANCE.** RIVCOPARKS reserves the right of

ingress and egress to inspect, investigate and survey said Premises as deemed reasonably necessary by RIVCOPARKS and the right to do any and all work of any nature necessary for preservation, maintenance and operation of this RIVCOPARKS unit in any areas within the confines of said unit. LESSEE shall be given reasonable notice when such work may become necessary and the parties will cooperate so that such work may be reasonably accomplished by RIVCOPARKS.

21. **CONTRACT NOTICE.** Other than rental as noted in Paragraph 5 above, any notices 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 deposited in the United States mail, postage prepaid and addressed as follows:

To the LESSEE at:

Destiny McIntyre LLC
6208 Wescott Drive
Summerfield, NC 27358

To the Riverside County Regional Park & Open-Space District (RIVCOPARKS) at:

4600 Crestmore Road
Jurupa Valley, CA 92509
Telephone: (951) 955-4310

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as hereinafter provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

22. **INTERPRETATION OF CONTRACT.** This Lease is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

23. **WAIVER OF CONTRACT TERMS.** No waiver by either party at any time of any of the terms, conditions or covenants of this contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of RIVCOPARKS to re-enter the Premises or to exercise any right, power or privilege or option arising from default nor any subsequent partial acceptance of rent thereafter accrued shall impair any such right, power, privilege or option or to be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to LESSEE shall be required to restore or revive time as of the essence after the waiver by RIVCOPARKS of any default. No option, right, power, remedy or privilege of RIVCOPARKS shall be construed as being exhausted by the exercise thereof in one of more instances. The rights, powers, options and remedies given to RIVCOPARKS by the Lease shall be deemed cumulative.

24. **MODIFICATION OF CONTRACT.** Notwithstanding any of the provisions of this contract, the parties may hereafter, by mutual consent, agree to modifications thereof or additions thereto, in writing which are not forbidden by law. RIVCOPARKS shall have the right to grant reasonable extensions of time to LESSEE for any purpose or for the performance of any obligation of LESSEE hereunder.

25. **DEFAULT BY LESSEE.** The occurrence of any one or more of the following events of default which is not cured within the applicable period set forth below constitutes a breach ("Uncured Breach") of this Lease by LESSEE:

- A. If LESSEE defaults in the payment of rent due and such default continues for ten (10) days after RIVCOPARKS has given LESSEE a notice specifying the same;
or
- B. If LESSEE, whether by action or inaction, is in default of any of its obligations under this Lease (other than in default for payment of rent) and such default is not

remedied within thirty (30) days after RIVCOPARKS has given LESSEE a notice specifying the same, or, if such default by its nature cannot be cured within such thirty (30) days, LESSEE either has not commenced curing such default within such thirty (30) days or is not proceeding continuously and diligently thereafter with such cure; or

- C. The making by LESSEE of any general assignment for the benefit of creditors; the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within ninety (90) days); or the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located on the Premises and in LESSEE's interest in this Lease, where possession is not restored to LESSEE within ninety (90) days.

26. AGENT FOR SERVICE OF PROCESS. It is expressly agreed and understood that if the LESSEE is not a resident of this State or is an association or partnership without a member or partner resident of this State, or is a foreign corporation, then in any such event, the LESSEE shall file with RIVCOPARKS, upon his execution hereof, a designation of a natural person residing in the State of California, giving his name, residence and business address, as his or its agent for the purpose of service of process in any court action between him or it and RIVCOPARKS arising out of or based upon this Lease and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon such LESSEE; and it is further expressly agreed, covenanted and stipulated that if for any reason service of such process upon such agent is not County, then in such event LESSEE may be personally served with such process out of this RIVCOPARKS and that such service shall constitute valid service upon such LESSEE.

27. REMEDIES UPON DEFAULT. Upon the occurrence of an Uncured Breach by LESSEE, RIVCOPARKS shall have, in addition to any other remedies available to

RIVCOPARKS at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

A. Terminate this Lease, in which event LESSEE shall immediately surrender the Premises to RIVCOPARKS, and if LESSEE fails to do so, RIVCOPARKS may without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove LESSEE and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and RIVCOPARKS may recover from LESSEE the following:

- (1) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus
- (2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that LESSEE proves could have been reasonably avoided; plus
- (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that LESSEE proves could have been reasonably avoided; plus
- (4) any other amount necessary to compensate RIVCOPARKS for all the detriment proximately caused by LESSEE's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus
- (5) at RIVCOPARKS's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs 27(a)(i) and (ii), above, the "worth at the time of award"

shall be computed by allowing interest at the legal rate of interest. As used in subparagraph 27(a)(iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

B. RIVCOPARKS shall have the remedy described in California Civil Code Section 1951.4 (RIVCOPARKS may continue the Lease in effect after LESSEE's breach and abandonment, and recover rent as it becomes due). Accordingly, if RIVCOPARKS does not elect to terminate this Lease on account of any Uncured Breach by LESSEE, RIVCOPARKS may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

C. The various rights and remedies reserved to RIVCOPARKS herein, including those not specifically described herein shall be cumulative, and, except as otherwise provided by California law, RIVCOPARKS may pursue any or all of such rights and remedies, whether at the same time or otherwise.

28. TERMS BINDING ON SUCCESSORS. All terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the successor and assigns of the parties hereto. The provisions of this paragraph shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

29. TIME OF ESSENCE. Time shall be of the essence in the performance of this Lease, and all of the terms, covenants and conditions hereof.

30. CONDEMNATION AND AWARD.

A. Condemnation. Condemnation means a) exercise of any governmental power, whether by legal proceedings or otherwise, by a condemn or; b) a voluntary sale or transfer by RIVCOPARKS to any condemnor while legal proceedings for condemnation are pending. "Date of taking" means the date the condemnor has the right to possession of the

property being condemned. "Award" means all compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation. "Condemnor" means any public or quasi-public authority, except RIVCOPARKS, its agencies and districts now in existence or which may be created in the future during the term of this Lease, which have the power of condemnation.

If during the term of this Lease, there is any taking of all or any part of the Premises, buildings, other improvements, or land of which the Premises are a part, or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the following provisions of this Lease.

(1) If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

(2) If any portion of the Premises is taken by condemnation this Lease shall remain in effect, except that LESSEE can elect to terminate this Lease if the remaining portion of the buildings, or other improvements, or the parking area, or land that are part of the Premises are rendered unsuitable for LESSEE's continued use of the Premises. If LESSEE elects to terminate this Lease as provided in this paragraph, LESSEE also shall notify RIVCOPARKS of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after LESSEE has notified RIVCOPARKS of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by LESSEE. If LESSEE does not terminate this Lease within the thirty (30) day period, this Lease shall continue in full force and effect.

(3) Each party waives the provisions of Codes of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

(4) If there is a partial taking of the Premises and this Lease remains in full force and effect pursuant to subparagraph (2) above, LESSEE

at its own cost shall accomplish all necessary restoration. Rent shall be abated or reduced during the period from the date of taking until the completion of restoration, but all other obligations of LESSEE under this Lease shall remain in full force and effect. The abatement or reduction of rent shall be based on the extent to which the restoration interferes with LESSEE's use of the Premises.

B. Award – Distribution. The award shall belong to and be paid to RIVCOPARKS, except that LESSEE shall receive from the award the following:

(1) A sum attributable to LESSEE's improvements or alterations made to the Premises by LESSEE in accordance with this Lease which are the property of the LESSEE under the terms of this Lease, and all those trade fixtures, equipment and signs installed by LESSEE which LESSEE has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove; or, if LESSEE elects to remove any such LESSEE's improvements, alterations, trade fixture, equipment or signs, a sum for reasonable removal and relocation costs not to exceed the market value of such improvements, alterations, trade fixtures, equipment and signs.

(2) A sum attributable to the market value of the Lease for the remainder of the term, less the present value discounted at the rate of 10% per annum percentage rent payable for the remainder of the term. For the purposes of this provision, the "percentage rent payable for the remainder of the term" shall be determined by applying the average percentage rent (paid yearly) for the portion of the Lease term which has expired.

(3) A sum attributable to that portion of the award constituting severance damages for the restoration of the Premises.

(4) A sum paid to LESSEE from the condemnor for loss of good will.

31. CONFLICT OF INTEREST. LESSEE warrants and covenants that no official or

employee of RIVCOPARKS nor any business entity in which an official or employee of RIVCOPARKS is interested (1) has been employed or retained to solicit or aid on the procuring of this Lease; (2) will be employed in the performance of this Lease without the immediate divulgence of such fact to RIVCOPARKS. In the event RIVCOPARKS determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of RIVCOPARKS, LESSEE upon request of RIVCOPARKS, shall terminate such employment immediately. For breaches or violation of this paragraph, RIVCOPARKS shall have the right, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

32. **HAZARDOUS SUBSTANCES.** No goods, merchandise or materials shall be kept, stored or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for herein, and no machinery or apparatus shall be used or operated on said Premises which will in any way injure said Premises or adjacent buildings, provided however, that nothing in this paragraph contained shall preclude LESSEE from bringing, keeping or using on or about said Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business or from carrying on its business in all respects as is generally usual. Gasoline and oils shall be stored, handled and dispensed as required by present or future regulation and laws.

33. **NONDISCRIMINATION.** The LESSEE and his employees shall not discriminate because of race, religion, color, ancestry, sex or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the LESSEE or his employees publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person

because of race, religions, color, ancestry, sex, or national origin.

In the performance hereof, the LESSEE will not discriminate against any employee or applicant for employment, because of race, color, religion, ancestry, sex or national origin.

34. PARAGRAPH TITLES. The paragraph titles in the Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent hereof or in any manner effect this Lease.

35. AGREEMENT IN COUNTERPARTS. This Lease is executed in counterparts, each of which shall be deemed an original.

36. OPERATION AS RIVCOPARKS PARK. At all times during the term hereof, the facilities and premises operated by LESSEE hereunder shall be identified and operated as a RIVCOPARKS Park. RIVCOPARKS hereby approves the sign at the entrance to the Premises and significant signs posted within or upon said Premises. RIVCOPARKS may, at its sole cost and expense, affix the name and identifying logo of County of Riverside on the sign at the entrance to the Premises and upon any and all significant signs posted within or upon said Premises.

37. AGREEMENT IN WRITING. This Lease contains and embraces the entire agreement between the parties hereto and it, nor any part of it, may not be changed, altered, modified, limited or extended, orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by RIVCOPARKS and the LESSEE or their successors in interest.

38. CANCELLATION OF PRIOR CONCESSION CONTRACT. By the mutual execution of this Lease, the Original Agreement between the parties hereto is hereby cancelled and terminated, and shall be of no further force or effect.

39. ESTOPPEL. Within thirty (30) days after request by RIVCOPARKS or LESSEE (which request may be made from time to time as often as reasonably required by RIVCOPARKS or LESSEE) RIVCOPARKS or LESSEE shall execute and deliver to the other, without charge, a statement in the form of Exhibit "B" attached hereto or in such other similar form as RIVCOPARKS or LESSEE may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser, LESSEE, Sublessee or encumbrancer of the Premises if the other party fails to respond to such request within such thirty (30) day period, the requesting party shall deliver a second notice stating that the failure of the other party to respond to such request within ten (10) days after receipt of such second request will result in a deemed approval with respect to the requested matters. The failure to deliver such statement within that ten (10) day period shall (with respect to third parties relying upon such estoppel certificate), without limiting any other remedy which the requesting party may have as a result of such failure, be conclusive upon the party which fails to deliver such statement that this Lease is in force and effect with only such modifications as have been identified by the requesting party, that there are no outstanding defaults in the performance of the requesting party, and that there have not been any payments of advance rent other than as provided in the provisions of this Lease.

[Signatures on the following pages]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: JUNE 2, 2020

LESSEE:

DESTINY MCINTYRE, LLC., a Delaware
limited liability company

By: [Signature]

Its: President

Date: June 23, 2020

RIVCOPARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park and
open-space district created pursuant to the
California Public Resources Code, Division
5, Chapter 3, Article 3

By: [Signature]

Name: V. MANUEL PEREZ

Its: CHAIRMAN, BOARD OF SUPERVISORS

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

By: [Signature]

Thomas Oh

Deputy County Counsel

ATTEST:

Kecia R. Harper, Clerk of the Board

By: [Signature]

Deputy

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: JUNE 2, 2020

LESSEE:

DESTINY MCINTYRE, LLC., a Delaware
limited liability company

By: 

Its: President

Date: _____, 2020

RIVCOPARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park and
open-space district created pursuant to the
California Public Resources Code, Division
5, Chapter 3, Article 3

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: _____

Thomas Oh

Deputy County Counsel

ATTEST:

Kecia R. Harper, Clerk of the Board

By: _____

Deputy