

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



ITEM: 16.2
(ID # 28656)

MEETING DATE:
Tuesday, October 07, 2025

FROM : Regional Parks and Open Space District

SUBJECT: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve the Lease and Concession Agreement with Advenco LLC, a Delaware limited liability company, to provide concession services at Lake Skinner Regional Park and Rancho Jurupa Regional Park; California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Section 15301; District 1 & District 3; [\$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;
2. Approve the Lease and Concession Agreement with Advenco LLC, a Delaware limited liability company and the Riverside County Regional Park and Open-Space District ("District");
3. Authorize the Chairman of the Board of Directors to execute three (3) copies of the agreement;
4. Authorize the General Manager of the District, or designee, to execute future amendments and make ministerial changes to the Agreement, as approved by County Counsel, that do not change the intent or purpose of the Agreement and encumber no additional funds;
5. Direct the Clerk of the Board to return two (2) executed copies of the Lease and Concession Agreement to the District for transmittal and filing; and,
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board of Directors.


ACTION:Policy


Kyla R. Brown, General Manager 8/14/2025

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Gutierrez 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: October 7, 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**

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:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Regional Park and Open-Space District (“District”) is the owner of real property and operator of Rancho Jurupa Regional Park located at 4800 Crestmore Road, Riverside, CA. The District is also a sublessee under a lease agreement with Metropolitan Water District, which was entered into and approved by your honorable Board by M.O. 13.1 on November 19, 2019, for real property located at 37701 Warren Rd, Winchester, CA 92596, known as Lake Skinner Regional Park.

The District subleases the “Gopher Hole” camp store at Rancho Jurupa Regional Park (“RJU”) and Lake Skinner Recreation Area at Lake Skinner Regional Park for concessionaire purposes. On June 8, 2021, by M.O. 13.1, your honorable Board approved and consented to the assignment and assumption agreement with Advenco, LLC (“Advenco”), for both the Lake Skinner Recreation Area and the “Gopher Hole” at RJU. Currently, both concessionaire agreements are operating on a month-to-month basis. Both Advenco and the District now wish to formalize a new sublease and concessionaire agreement.

On November 8, 2024, Advenco submitted a proposal to operate the Lake Skinner Recreation Area and the “Gopher Hole” which included plans for renovations and upgrades at both sites. The District responded to the Advenco proposal on December 13, 2024, to initiate further negotiations and determine the scope of renovations under the proposed new sublease and concessionaire agreement.

Advenco will continue to operate both the “Gopher Hole” and Lake Skinner Recreation Area, providing amenities and services to park guests. Planned improvements include updates to the marina, replacement of pontoons and fishing boats, renovations to the café, and various other facility upgrades.

Impact on Residents and Businesses

Advenco will be able to provide an enhanced customer experience for visitors to both Lake Skinner Regional Park and Rancho Jurupa Regional Park. Improvements will include upgraded facilities and additional amenities for park guests and will result in a more enjoyable, convenient, and memorable visit to both Regional Parks.

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

ATTACHMENTS:

- Notice of Exemption
- Lease and Concessionaire Agreement


Douglas Cordonez Jr. 9/26/2025


Aaron Gettis, Chief of Deputy County Counsel 8/18/2025



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-305886

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	1
	Document #	E-202500892
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	RCRPOSD	
Account Name	RCRPOSD - RIVCO REGIONAL PARK AND OPEN-SPACE DISTRICT	
Balance	\$6,237.50	



State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER: 25-305886
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY REGIONAL PARK AND COUNTY/STATE AGENCY OF FILING RIVERSIDE	LEAD AGENCY EMAIL GABYADAME@RIVCO.ORG	DATE 10/08/2025
PROJECT TITLE ADVENCO LEASE AND CONCESSIONAIRE AGREEMENT		DOCUMENT NUMBER E-202500892

PROJECT APPLICANT NAME RIVERSIDE COUNTY PARKS AND OPEN-SPACE	PROJECT APPLICANT EMAIL GABYADAME@RIVCO.ORG	PHONE NUMBER (951) 955-1395
PROJECT APPLICANT ADDRESS 4600 CRESTMORE ROAD,	CITY JURUPA VALLEY	STATE CA
		ZIP CODE 92509

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | |
|-------------------------------------------------------------------------------------------------------------|------------|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$4,123.50 | \$ _____ |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,968.75 | \$ _____ |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,401.75 | \$ _____ |
|
 | | |
| <input checked="" type="checkbox"/> Exempt from fee | | |
| <input checked="" type="checkbox"/> Notice of Exemption (attach) | | |
| <input type="checkbox"/> CDFW No Effect Determination (attach) | | |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy) | | |
| <hr/> | | |
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ _____ |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ 50.00 |
| <input type="checkbox"/> Other | | \$ _____ |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other
 TOTAL RECEIVED
 \$ _____
 \$50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Jessica Arevalo
-----------------------	----------------------------------------------------------------------

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
4600 Crestmore Road, Jurupa Valley, CA 92509

(Address)

Project Title: Advenco Lease and Concessionaire Agreement

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

Project Location - Specific:
37701 Warren Road, Winchester, CA 92596; 4800 Crestmore Rd, Jurupa Valley, 9250

Project Location - City: Riverside and Winchester Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Lease and concessionaire agreement to allow the the sale of foods in park market store, rental of boats, sale of fuel, rental of recreation equipment and maintenance on leased areas.

Name of Public Agency Approving Project: Riverside County Board of Directors

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));
[X] Categorical Exemption. State type and section number: Class 1 Section 15301
[] Statutory Exemptions. State code number:

Reasons why project is exempt:
The project consists of the leasing of land involving negligible or no expansion of existing use. Any future development or expansion will be analyzed in a separate CEQA document.

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: [Signature] Date: 8/12/2025 Title: Bureau Chief

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202500892
10/08/2025 11:09 AM Fee: \$ 50.00
Page 1 of 1

10/07/2025 Item 16.2

Revised 2011

Removed: By: Deputy
[Barcode]

Document Root (Read-Only)

Selected Document

2025100364 - NOE - Advenco Lease and Concessionaire Agreement

Riverside County

Created - 10/8/2025 | Submitted - 10/8/2025 | Posted - 10/8/2025 | Received - 10/8/2025 | Published - 10/8/2025

Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Advenco Lease and Concessionaire Agreement

Document Description

Lease and concessionaire agreement to allow for the sale of foods in park market store, rental of boats, sale of fuel, rental of recreation equipment and maintenance on leased areas.

Attachments (Upload Project Documents)

16.2 - NOE - Advenco Lease and Concessionaire Agreement.pdf

Contacts

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

4600 Crestmore Road
JURUPA VALLEY, CA 92509
Phone : (951) 955-1395
GabyAdame@Rivco.org

Regions

Southern California

Counties

Riverside

Cities

Riverside and Winchester

Location Details

Other Location Info

37701 Warren Road, Winchester, CA 92596; 4800 Crestmore Rd., Jurupa Valley, CA 92509

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

The project consists of the leasing of land involving negligible or no expansion of existing use. Any future development or expansion will be analyzed in a separate CEQA document.

County Clerk(s)

Riverside

Signature

Title

Date

SCH Number 2025100364

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>

Date Wed 10/8/2025 2:42 PM

To Mayo, Whitney <WMayo@Rivco.org>

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Hello,

Thank you for submitting your notice through CEQA Submit. Your document has been successfully published.

To view your submission, use the following link.

<https://cegasubmit.lci.ca.gov/Document/Index/324327/1>

Please contact the SCH with any questions at state.clearinghouse@lci.ca.gov.

Thank you,



Thomas Hubbard | *he/him*

Jr. CEQA Analyst

Governor's Office of Land Use and Climate Innovation

Formerly known as the Governor's Office of Planning and Research

Thomas.Hubbard@lci.ca.gov

lci.ca.gov | [Follow us on LinkedIn](#) | [Follow us on X](#)

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**SUBLEASE
and
CONCESSION AGREEMENT
RANCHO JURUPA REGIONAL PARK - GOPHER HOLE
and
LAKE SKINNER RECREATION AREA**

THIS SUBLEASE AND CONCESSION AGREEMENT (“Sublease”) made and entered into this 7th day of October, 2025, by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT (“DISTRICT”) and ADVENCO, LLC (“SUBLESSEE”), for the property described below upon the following terms and conditions:

WITNESSETH

WHEREAS, DISTRICT is the owner of certain real property situated in the Jurupa Area of the County of Riverside, California, commonly known as the “Rancho Jurupa Regional Park”, at 4800 Crestmore Road, Riverside, CA;

WHEREAS, DISTRICT is the lessee of certain real property, and The Metropolitan Water District of Southern California, hereinafter sometimes referred to as “Metropolitan” is the lessor thereof, referred to herein as the “Lake Skinner Recreation Area”, under a certain lease agreement dated the 2nd day of November 2019, referred to herein as the “Master Lease”;

WHEREAS, pursuant to the terms of the Master Lease, District may enter sublease agreements it deems to be advantageous to the development, operation and maintenance of the Lake Skinner Recreation Area;

WHEREAS, DISTRICT desires to sublease certain portions of Rancho Jurupa Regional Park and Lake Skinner Recreation Area (collectively, the “Property”), together with all rights, privileges and interests appurtenant to the Property, which portions are more particularly described in Exhibit “A” and Exhibit “B” hereof, attached hereto and incorporated herein by this reference (“Premises”);

WHEREAS, DISTRICT desires that SUBLESSEE shall, in accordance with the terms and conditions as hereinafter set forth, equip (utilizing both new and existing equipment) , operate and

OCT 07 2025 116.2

maintain the Premises for the purpose of providing a concession complex at Rancho Jurupa Regional Park and Lake Skinner Recreation Area, and SUBLESSEE desires to lease said Premises and operate and maintain said concession complex; and

WHEREAS, DISTRICT desires this Sublease and Concession Agreement be entered into with SUBLESSEE to provide recreation services to and for the safety and convenience of the public's use and enjoyment of Rancho Jurupa Regional Park and Lake Skinner Recreation Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually covenant and agree as follows:

1. DESCRIPTION OF PREMISES. The DISTRICT hereby leases to SUBLESSEE for the purposes herein, the Premises and the right, privilege and duty to equip, operate, and maintain a concession complex as described on Exhibit "A" and as described on Exhibit "B", attached hereto and by this reference made a part of this Lease.

The possessory interest herein given to the SUBLESSEE 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.

2. CONDITION OF PREMISES. The taking of possession of the Premises by SUBLESSEE shall constitute acknowledgment that the Premises in their presently existing condition, "as is", is acceptable and that the DISTRICT shall not be obligated to make any alterations, additions or betterments thereto.

3. TERM. The initial term of this Sublease shall be for a period of three (3) years, commencing on the date of final approval of this Sublease by the Board of Directors of DISTRICT ("Commencement Date"), and shall terminate three years following the Commencement Date (the

“Initial Term”), unless otherwise terminated or extended in accordance with the terms of this Lease.

A. SUBLESSEE shall have two (2) options to extend the term of this Sublease, contingent on the SUBLESSEE satisfactorily completing the improvements described in EXHIBIT C prior to the expiration of the Initial Term. The first renewal option will be a fixed fifteen (15) year term and will begin after the expiration of the Initial Term. The second renewal option shall be for an additional six (6) year term, commencing after the expiration of the first renewal option and ending on October 31, 2049, to align with the expiration of the Master Lease with Metropolitan. SUBLESSEE may exercise each such renewal option by giving written notice to DISTRICT at least (180) days before the date the preceding term ends. All improvements described on EXHIBIT “C” and required under this Sublease shall be completed by SUBLESSEE satisfactorily within the Initial Term, subject to agreed upon EXHIBIT Force Majeure Events. SUBLESSEE and DISTRICT agree to quarterly meetings to discuss progress on improvements and identify and address any obstacles to the 3-year completion deadline that are beyond the control of SUBLESSEE such as permitting restrictions, pandemic, strikes, verifiable supply chain challenges, weather impacts and acts of God (“Force Majeure Event”). Any delay in completion due to a Force Majeure Event shall not be deemed to be a breach of the Agreement or a violation of or failure to perform any covenants hereof. All time periods permitted hereunder for the performance and completion of any term, covenant, or condition shall be tolled on a day-for-day basis upon written notice from either party to the other of such party’s inability to perform or satisfy any such term, covenant, or condition of this Agreement due to a Force Majeure Event. As each improvement described on Exhibit C is completed, DISTRICT shall inspect and approve in writing if the improvement was completed in accordance with plans submitted to and approved by DISTRICT as outlined in the attachment in Exhibit D, and that the improvement is in full satisfaction of the terms of this Sublease.

B. "Completed satisfactorily" for the purpose of this Agreement, shall mean substantial completion of the required improvements described on Exhibit C (the

“Improvements”), in good faith, and in accordance with applicable permitting, health and safety regulations, and professional industry standards. The DISTRICT shall not unreasonably withhold, condition, or delay a finding of satisfaction when the SUBLESSEE demonstrates diligent progress toward completion, provides reasonable written explanations for delays, and presents documentation showing the improvements are on a viable track toward completion. In the event the SUBLESSEE anticipates delay in completion of improvements for any reason other than Force Majeure, SUBLESSEE shall have the right to submit a “Construction Cure Plan” outlining steps and a revised timeline to reach compliance. The DISTRICT shall review the Construction Cure Plan in good faith and shall not terminate renewal rights or take adverse action during the review period or while the Plan is being reasonably implemented.

Notwithstanding the foregoing, if circumstances render timely completion pursuant to this paragraph impractical or impossible, the parties may amend the time for completion by written amendment to this Agreement; provided however delays caused by a Force Majeure event shall be governed by section 3.A. above.

“Satisfactorily” is not defined as solely based on the monetary amount invested. Failure to complete the improvements within the first three (3) years of the initial Sublease (unless such failure is due to a Forced Majeure Event), may result in the termination of the renewal options, unless otherwise agreed by the parties. If the SUBLESSEE holds over after the expiration of the term of this Sublease with the express or implied consent of the DISTRICT, such holding over shall be deemed a tenancy from month to month, subject to all of the terms and conditions of this Sublease, except that the rent during such month-to-month tenancy shall be adjusted to the prescribed rent or, if not explicitly outlined in this agreement, shall be determined by mutual written agreement of the parties. The parties acknowledge and agree that improvements made by and paid for by SUBLESSEE are not subject to prevailing wage laws. Should SUBLESSEE hold over after the expiration of the term of this Sublease with the express or implied consent of the DISTRICT, such holding over shall be deemed to be a tenancy from month to month at the rent prescribed herein, subject otherwise to all the terms and conditions of this Sublease.

C. At the expiration or termination of this Sublease, as herein provided, the SUBLESSEE shall, within thirty (30) days thereafter, remove from the Premises or otherwise dispose of in a manner satisfactory to the DISTRICT, all personal property belonging to the SUBLESSEE located on said Premises. Should SUBLESSEE fail to remove or dispose of its property as herein provided, the DISTRICT may consider such property abandoned and may dispose of same at SUBLESSEE'S expense. Also, at the expiration or termination of this Lease, the SUBLESSEE shall quit and surrender the said Premises, including real property improvements, in a good state of repair, normal wear and tear and damage by matters over which SUBLESSEE has no control excepted, provided that such exculpatory provision shall not extend to any risk which SUBLESSEE is required to insure against as herein provided.

4. RENT. SUBLESSEE shall pay to DISTRICT a ten percent (10%) concession fee on all concession items, except for dry storage, for which the concession fee shall be thirteen percent (13%). This concession fee on dry storage shall remain in effect for the Initial Term and first extension option of 15-years of this Sublease. However, following the expiration of the initial fifteen (15) year option term, the DISTRICT reserves the right to increase the concession fee for dry storage by up to 5% after consultation with SUBLESSEE. SUBLESSEE shall pay monthly, without demand, the concession fee. Beginning the 15th of the month following the commencement of operations, and on the 15th of each month thereafter, the SUBLESSEE shall furnish to the DISTRICT a verified statement of its cumulative total gross sales receipts as defined herein through the close of the preceding month. Together with such monthly statement, the SUBLESSEE shall pay to the DISTRICT, the concession fee for the preceding calendar month. The failure of SUBLESSEE to make such timely rental payment within 5 days after being provided notice that payment has not been received may be grounds for default, and a late payment fee of five percent (5%) will be due and payable on any rental not paid within such time, and 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 the DISTRICT shall be made to the order of the Riverside County Regional Park and Open-Space District, 4600 Crestmore Road, Riverside, California 92509.

A. For purposes of this paragraph, a “current year” is defined as the twelve (12) month period beginning July 1 and ending June 30 and each twelve (12) month period thereafter until the end of the contract term.

B. SUBLESSEE shall keep true and accurate books and records showing all of its business transactions in separate records of account for its operations in accordance with Accounting Manual for Subcontractors and the DISTRICT shall have the right through its representative and at all reasonable times, to inspect such books and records including State of California sales tax return records and SUBLESSEE hereby agrees that all such records and instruments are available to the DISTRICT.

C. SUBLESSEE will submit to the DISTRICT, no later than forty-five (45) days after the close of each current year, a profit and loss statement prepared by SUBLESSEE. Said statement shall be prepared and verifiable in accordance with general accepted accounting practices.

D. The DISTRICT reserves the right to examine all such books and records at any time during the six (6) month period following the termination of this Lease.

E. SUBLESSEE agrees that as part of its record-keeping activity, it shall, at its own cost and expense, install and maintain such cash register equipment as is necessary to keep accurate records of all daily gross sales. Such cash register equipment shall contain a continuous registering tape.

5. USE OF PREMISES. The subject Premises shall be used by the SUBLESSEE for the operation and maintenance of a concession complex, as shown on Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof. SUBLESSEE shall not use or permit the subject Premises to be used in whole or in part during the term of this Sublease for any purpose other than as herein set forth, without the prior written consent of the DISTRICT, in no event shall the Premises be used by SUBLESSEE for any purpose or use which in any manner causes, creates or results in a public or private nuisance.

A. SUBLESSEE shall at all times during the term of this Sublease, at its own cost and expense, maintain and operate the areas outlined in Exhibit "A" and Exhibit "B", 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, general rules, or regulations of any governmental authority now or at any time during the term of this Sublease in force relating to sanitation or public health, safety or welfare; and SUBLESSEE 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 Sublease is expressly subject to regulations and policies of the DISTRICT. Subject to the provision of Section 3.A. of this Agreement, SUBLESSEE shall remedy without delay any defective, dangerous, or unsanitary conditions.

B. SUBLESSEE recognizes that its rights and responsibilities under this Sublease may be affected by acts taken or orders given by DISTRICT. SUBLESSEE shall comply with any written order so given by DISTRICT or its representatives and agrees to make no claim against DISTRICT or its directors, officers, or agents for damages, howsoever arising by reason of alleged loss, expense or damages incurred as a result of any action taken or order given by DISTRICT or its representatives, and to hold DISTRICT, its directors, employees, and agents harmless from liability for any such alleged loss, expense, or damages.

C. DISTRICT covenants that upon payment by SUBLESSEE of the Rent herein reserved and upon performance and observance by SUBLESSEE of all the agreements, covenants and conditions herein contained on the part of SUBLESSEE to be performed and observed, SUBLESSEE shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance or interruption by DISTRICT.

6. MAINTENANCE. SUBLESSEE agrees to maintain any and all concession facilities on the Premises, including but not limited to equipment, weekly window cleaning, daily store upkeep of cleanliness, and other items on the subject Premises in good order and repair, at levels and in manners reasonably satisfactory to DISTRICT, at its own cost and expense, during

the entire term of this Sublease. SUBLESSEE shall perform, at his own cost and expense, any required maintenance and repairs, including structural maintenance. Should SUBLESSEE fail, neglect or refuse to perform the required repairs or maintenance within thirty (30) days after notice from the DISTRICT [or within a reasonable time after such notice if the repairs and maintenance are such that they may not be completed within thirty (30) days], the DISTRICT shall have the right to perform such maintenance or repairs and the SUBLESSEE agrees to promptly reimburse the DISTRICT for the cost thereof. SUBLESSEE shall not have the right to make repairs at the expense of the DISTRICT for any reason whatsoever and may not seek to offset the cost of any repairs undertaken on the Property against the Rent to be charged herein. Failure to comply with maintenance and repairs will result in termination of SUBLEASE.

SUBLESSEE shall not make alterations, additions, or improvements to the Property without first obtaining the written consent of DISTRICT and appropriate permits through the DISTRICT. All alterations, additions, and improvements shall be at SUBLESSEE's sole expense unless the parties otherwise agree in writing to share the cost of such improvements. Any fixture improvements to the Property shall become DISTRICT's property and shall remain on and be surrendered with the Property as a part of the premises at the termination of this Sublease without disturbance, molestation, or injury. DISTRICT's consent to any improvements to the Property by SUBLESSEE shall be contingent upon submission and review of documents submitted by SUBLESSEE that include the project scope, project plans, specifications, and renderings. DISTRICT reserves the right to request additional documentation prior to giving consent for any improvement to the Property. All improvement projects undertaken by SUBLESSEE on the Property must comply with all local and state laws and processes. Improvements on DISTRICT land will be subject to environmental review and design will need to be completed in collaboration with the DISTRICT'S Planning and Development Department. Improvement plans must also be submitted for permitting to the Riverside County Facilities Management Department by the DISTRICT. SUBLESSEE will be responsible for obtaining all permits required as a result of any planned improvements.

7. UTILITIES AND SERVICES. SUBLESSEE 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 Property.

8. SIGNS, ADVERTISING, AND APPROVAL OF NAME: SUBLESSEE shall establish a sign program compatible with the DISTRICT'S sign program as a part of its planning process, which will be approved by the DISTRICT, which approval shall not be unreasonably withheld, conditioned or delayed. Additional signs, names, placards, or advertising matter shall not be inscribed, painted, or affixed upon said Premises, circulated or published without prior written consent of DISTRICT, which approval shall not be unreasonably withheld, conditioned or delayed.

9. QUALITY OF SERVICE AND CONTROL OF RATES AND CHARGES: SUBLESSEE shall operate and manage the services and facilities offered in a manner materially satisfactory to DISTRICT in the reasonable exercise of its discretion during the entire term of this Sublease. SUBLESSEE shall provide goods and services of the best quality and maintain a high standard of service to the reasonable satisfaction of the DISTRICT without unlawful discrimination.

A. DISTRICT shall have access to and the right to inspect the schedule of prices and rates for goods sold or services rendered or performed upon the subject Premises. If the DISTRICT determines that any price or prices to be charged by SUBLESSEE are unreasonable or inappropriate for the services rendered, the item sold, or portions offered, DISTRICT shall advise SUBLESSEE of the deficiency and SUBLESSEE shall be given a reasonable opportunity to confer with the DISTRICT and justify the prices or portions disputed by DISTRICT. If, following the parties' conferring pursuant to this paragraph, the DISTRICT determines that the pricing in question is not justified, SUBLESSEE and DISTRICT shall work together to determine the pricing. SUBLESSEE shall post rates and prices for all goods and services in such places as

may be agreed upon by the DISTRICT and SUBLESSEE. SUBLESSEE shall annually submit to the DISTRICT a price list of goods and services available to the public.

B. DISTRICT reserves the right to prohibit the sale or rental of any item that it deems objectionable or beyond the scope of merchandise deemed necessary for proper service to the public.

C. SUBLESSEE and DISTRICT shall, from time-to-time, review items sold and containers or utensils used or dispensed by SUBLESSEE and wherever feasible, eliminate the use of non-returnable containers, plastics, etc. DISTRICT reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

D. SUBLESSEE shall provide on-site management of the Premises at all times while the concession is in operation. If the on-site manager is a person or entity other than an employee of the SUBLESSEE, the DISTRICT reserves the right to approve of such a manager.

10. INSURANCE. Without limiting or diminishing the SUBLESSEE's obligation to indemnify or hold the DISTRICT harmless, SUBLESSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Sublease.

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

B. Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBLESSEE'S performance of its obligations

hereunder. Policy shall name the DISTRICT, its directors, officers, employees, appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

D. General Insurance Provisions - All lines.

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

2) SUBLESSEE'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, adjusted for CPI on an annual basis during the term of the agreement, such retentions shall have the prior written consent of Riverside County's Risk Manager before the commencement of operations under this Agreement and shall be reasonably approved in a timely manner. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of Riverside County's Risk Manager, SUBLESSEE'S carriers shall either; a) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

4) It is understood and agreed to by the parties hereto that the SUBLESSEE'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's

currently required herein, if; in the Riverside County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBLESSEE has become inadequate.

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

7) SUBLESSEE agrees to notify the DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. INDEMNIFICATION. SUBLESSEE shall indemnify and hold harmless the DISTRICT, its directors, officers, employees, appointed officials, agents or representatives from any liability whatsoever, based or asserted upon 1) any act, omissions or services of SUBLESSEE, its officers, employees, agents or representatives; 2) or upon or arising out of or in any way relating to this Sublease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of SUBLESSEE, its officers, agents, employees, agents or representatives. SUBLESSEE shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorneys' fees, cost of investigation, defense and settlements or awards, the DISTRICT, its directors, officers, employees, appointed officials, agents or representatives in any claim or action based upon such alleged acts or omissions.

A. With respect to any action or claim subject to indemnification herein by SUBLESSEE, SUBLESSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBLESSEE'S indemnification to DISTRICT as set forth herein.

B. SUBLESSEE'S obligation hereunder shall be satisfied when SUBLESSEE has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

C. The specified insurance limits required in this Lease shall in no way limit or circumscribe SUBLESSEE'S obligations to indemnify and hold harmless the DISTRICT herein from third party claims.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the SUBLESSEE from indemnifying the DISTRICT to the fullest extent allowed by law.

12. TAXES. SUBLESSEE 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 in this Sublease or any possessory right which SUBLESSEE may have in or to the Premises covered hereby or the improvements thereon by reason of its use of occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said Premises.

13. INSPECTION OF PREMISES. The DISTRICT hereby reserves the right for itself to enter upon the Premises occupied by SUBLESSEE at any reasonable time to inspect the same for compliance with the terms of this Agreement.

14. PARK INSPECTION AND MAINTENANCE. The DISTRICT reserves the right for itself, of ingress and egress to inspect, investigate and survey the Property as deemed necessary by the DISTRICT, and the right to do any and all work of any nature necessary for preservation, maintenance and operation of this DISTRICT unit in any areas within the confines of said unit. SUBLESSEE shall be given reasonable notice when such work may become necessary and will adjust its operations in such a manner that the DISTRICT may proceed expeditiously.

15. DEFAULTS AND REMEDIES.

A. SUBLESSEE'S Defaults and DISTRICT'S Remedies.

i. It shall be an event of default hereunder (each an "Event of Default") if SUBLESSEE fails to perform, keep, or observe any of its duties or obligations hereunder. The failure to complete improvements shall not, in itself, automatically terminate the

SUBLESSEE's renewal rights unless the DISTRICT has first issued a written notice identifying deficiencies and has provided SUBLESSEE not less than 90 days to cure or submit a Construction Cure Plan, pursuant to Section 3 above. In the event of such default, DISTRICT shall give written notice to SUBLESSEE detailing the specific obligation not performed and the corrective action expected. SUBLESSEE shall have thirty (30) days to respond with either: (1) a cure of the stated default; or (2) a written Construction Cure Plan outlining the steps and timeline to resolve the matter. The DISTRICT shall evaluate the proposed Construction Cure Plan in good faith. No default shall be considered uncured, and no termination shall occur, if the SUBLESSEE is actively implementing an approved or unreasonably delayed Construction Cure Plan unless DISTRICT has provided a subsequent written notice identifying material failure in implementing said Construction Cure Plan. It shall further be an event of default if: (i) SUBLESSEE abandons the Premises, for more than seven (7) days, except in the event of a mandated closure or in the event of a casualty; (ii) SUBLESSEE admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, makes an assignment for the benefit of its creditors, consent to, or acquiesces in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of SUBLESSEE or of the whole or any substantial part of the Property, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (iv) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against SUBLESSEE under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (v)

under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of SUBLESSEE or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

ii. Upon the occurrence of any Event of Default by SUBLESSEE hereunder beyond any applicable period set forth in a Construction Cure Plan (“Uncured Default”), DISTRICT shall have the following rights and remedies, in addition to all other rights and remedies of DISTRICT provided hereunder or by law: The right to terminate this Sublease, due to Uncured Default, in which event SUBLESSEE shall immediately surrender possession of the Premises, and pay to DISTRICT all rent and all other amounts payable by SUBLESSEE hereunder to the date of such termination.

iii. Notwithstanding any of the above breach of Sublease provisions, should SUBLESSEE create or allow to be created a nuisance on the Premises described herein, the DISTRICT at its discretion may immediately declare this Sublease and all rights therein terminated.

B. DISTRICT’S Default and SUBLESSEE’S Remedies. SUBLESSEE shall have the right to terminate this Sublease in the event DISTRICT fails to perform, keep, or observe any of its duties or obligations hereunder; provided, however, that SUBLESSEE provided written notice and DISTRICT shall have thirty (30) days opportunity to cure. If the DISTRICT fails to cure the default, the SUBLESSEE shall have the right to serve a thirty (30) notice on DISTRICT of its election to terminate said Sublease.

16. NOTICES. Other than the payment Rent as noted in Section 4 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 SUBLESSEE:

Advenco LLC
6720 W. 121st Street, Suite 200
Overland Park, KS 66209
(913) 361-0171

To the DISTRICT:

Riverside County Regional Park and Open-Space District at:
Finance Department
4600 Crestmore Road
Riverside, CA 92509
(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 hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. INTERPRETATION OF SUBLEASE. This Sublease 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.

18. WAIVER OF TERMS. No waiver by either party at any time of any of the terms, conditions or covenants of this Sublease 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 of omission of the DISTRICT to re-enter the Premises or to exercise any right, power or privilege or option arising from default nor any subsequent acceptance of rent thereafter accrued shall impair any such right, power, privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the SUBLESSEE shall be required to restore or revive time as of the essence after the waiver by the DISTRICT of any default. No option, right, power, remedy or privilege of the DISTRICT shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the DISTRICT by this Sublease shall be deemed cumulative.

19. MODIFICATION. Notwithstanding any of the provisions of this Sublease, the parties may hereafter, by mutual consent, agree to modifications thereof or additions thereto, in writing. The DISTRICT shall have the right to grant reasonable extensions of time to SUBLESSEE for any purpose or for the performance of any obligation of SUBLESSEE hereunder.

20. INDEPENDENT CAPACITY. SUBLESSEE and its employees and agents shall always act in an independent capacity with regard to performance of services or work rendered pursuant to this Sublease; and SUBLESSEE and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers or employees of the DISTRICT. There shall be no employer-employee relationship between DISTRICT and SUBLESSEE; and SUBLESSEE and its employees and agents shall not be entitled to any benefits payable to DISTRICT employees. SUBLESSEE is responsible for payment and deduction of all employment-related taxes on SUBLESSEE'S behalf and for SUBLESSEE'S employees, including but not limited to all federal and state income taxes and withholdings. DISTRICT shall not be required to make any deductions from compensation payable to SUBLESSEE for these purposes. SUBLESSEE shall indemnify DISTRICT against any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Sublease; and SUBLESSEE shall indemnify DISTRICT for any and all federal or state withholding or retirement payments which DISTRICT may be required to make on behalf of SUBLESSEE pursuant to federal or state law.

21. ASSIGNMENTS AND LEASES. No transfer, assignment, or otherwise convey an interest of any sort granted by this Sublease, by either party to this Sublease or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or conveyance is first approved in writing by the other party, and any such attempted or purported transfer, assignment or conveyance done or made without such approval being first had and obtained shall be void and of no force and effect. The SUBLESSEE'S interest hereunder shall not be assignable in bankruptcy.

A. Before DISTRICT considers an assignment, evidence must be given to DISTRICT that the proposed assignee qualifies as a “responsible bidder,” which determination shall be” at the reasonable discretion of the DISTRICT, and has the requisite experience, financial ability, and will have available a responsible managing employee to operate the concession services contemplated herein.

B. No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of the SUBLESSEE shall be issued except for the purposes of installing, enlarging or improving equipment and extending facilities for the accommodation of the public in the DISTRICT unit and then only except upon prior authorization in writing in each case obtained from the DISTRICT. In the event of default on such a mortgage or such other indebtedness or of other assignment, transfer or encumbrance, the creditor thereof shall succeed to the possessory interest of the SUBLESSEE in SUBLESSEE’S improvements. Under these circumstances, operating rights and privileges shall be as outlined in this Sublease; however, the right of any person or persons to operate the said concession is subject to the reasonable approval of the DISTRICT.

C. Any document by which an interest is granted, subject to the approval of DISTRICT, shall indicate that the person acquiring that interest has been advised of the terms of this Sublease and takes his interest subject to the terms and conditions set forth herein and recognizes that upon termination of the interest of the SUBLESSEE granted hereby, his interest shall also be terminated. However, in the event of termination of this Sublease, DISTRICT, at its sole option, may elect to treat any assignee, subtenant or holder of and interest conveyed by SUBLESSEE as DISTRICT’S tenant, subject to the terms and conditions hereof and of any agreement entered between the assignee, subtenant or holder of an interest conveyed by SUBLESSEE.

D. SUBLESSEE shall not encumber, create a lien, mortgage or otherwise encumber the Premises or any part of the Property. SUBLESSEE shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's

and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of SUBLESSEE, any alterations, improvements, repairs or additions which SUBLESSEE may make or permit or cause to be made, or any work or construction by, for or permitted by SUBLESSEE on or about the Premises, and to save and hold DISTRICT and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

22. WAIVER OF CLAIMS. Each party hereby waives any claim against the other party, their respective officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Sublease, or any part thereof or by any judgment or award in any suit or proceeding declaring this Sublease null, void or voidable or delaying the same or any part thereof from being carried out.

23. AGENT FOR SERVICE OF PROCESS. It is expressly agreed and understood that if the SUBLESSEE 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 SUBLESSEE shall file with the DISTRICT, upon his execution hereof, a designation of 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 the DISTRICT arising out of or based upon this Sublease and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon such SUBLESSEE; and it is further expressly agreed, covenanted and stipulated that if for any reason service of such process upon such agent is not possible, then in such event SUBLESSEE may be personally served with such process out of this DISTRICT and that such service shall constitute valid service upon such SUBLESSEE; and it is further expressly agreed that SUBLESSEE is amenable to the process so served, submits to the jurisdiction of the court so acquired, and waives any and all objection and protest thereto.

24. RIGHT OF ENTRY AS AGENT. In any case in which provision is made herein for the termination hereof by the DISTRICT or, in the case of abandonment or vacation or the Premises by SUBLESSEE, the DISTRICT, in lieu of declaring a forfeiture, may enter upon the Premises. To such end, SUBLESSEE hereby irrevocably appoints the DISTRICT as its agent to remove any and all persons or property on said Premises and place any such property in storage for the account of and at the expense of SUBLESSEE.

25. TERMS BINDING ON SUCCESSORS. All the terms, covenants and conditions hereof shall insure 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.

26. DURATION OF PUBLIC FACILITIES. By entering into this Sublease, the DISTRICT makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of the DISTRICT ownership thereof. It is the intent of the DISTRICT to make all reasonable efforts to ensure the continuation of facilities and their operation.

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

28. EMINENT DOMAIN. If, during the term hereof any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to the DISTRICT, provided however, that the SUBLESSEE shall be paid the book value of the construction described herein and any future modifications or additions thereto as documented by notices of completion accepted by the DISTRICT Board of Directors. Book value shall be the construction cost(s) less depreciation based on a straight-line method of depreciation on a life as established for such facilities by the United States Bureau or Internal Revenue. Beginning value for the purposes of this paragraph will be the sum of all costs incurred in the improvements by SUBLESSEE.

A. If the whole of the Premises should be taken by any public or quasi-public

authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by this Sublease, and thereby frustrate SUBLESSEE'S purpose in entering into this Sublease, then, in either of such events, this Sublease shall terminate at the time of such taking.

B. If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Sublease is not terminated as provided in subsection A. above, SUBLESSEE shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Rent payable by SUBLESSEE following such taking shall be equitably reduced by agreement of DISTRICT and SUBLESSEE.

29. CONFLICT OF INTEREST. SUBLESSEE warrants and covenants that no official or employee of the DISTRICT nor any business entity in which an official or employee of the DISTRICT is interested; (1) has been employed or retained to solicit or aid in the procuring of this Sublease; (2) will be employed in the performance of this Sublease without the immediate divulgence of such fact to the DISTRICT. In the event the DISTRICT 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 the DISTRICT, SUBLESSEE upon request of the DISTRICT, shall terminate such employment immediately. For breaches or violation of this paragraph, the DISTRICT shall have the right both to annul this Sublease without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

30. PHOTOGRAPHY. The DISTRICT may grant permits to person or corporations engaged in the production of still and motion pictures, videotaping or other types of recording, and related activities, for the use of said Premises for such purposes when such permission does not interfere with the operations of SUBLESSEE and public use of the recreation area.

31. HAZARDOUS SUBSTANCES. No goods, merchandise or material 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 SUBLESSEE from bringing, keeping or using on or about said Premises such materials, supplies, equipment and machinery as are appropriate or customary in operating in accordance with the use granted hereby or from carrying on its business in all respects as is generally usual.

32. NONDISCRIMINATION. The SUBLESSEE 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 SUBLESSEE 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, religion, color, ancestry, sex, or national origin.

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

33. PARAGRAPH TITLES. The paragraph titles in this Sublease 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 affects this Sublease.

34. AGREEMENT IN COUNTERPARTS. This Sublease can be executed in counterparts, each of which shall be deemed an original.

35. OPERATION AS DISTRICT PARK. At all times during the term hereof, the facilities and Premises operated by SUBLESSEE hereunder shall be identified and operate as a DISTRICT park, and SUBLESSEE shall prominently display the name and identifying logo of the DISTRICT at the entrance to the Premises and upon any and all significant signs posted within

or upon said Premises, shall identify the Premises and facilities thereon as a DISTRICT in any and all advertising undertaken by SUBLESSEE; and SUBLESSEE shall forthwith comply with any and all reasonable instructions and directions given by DISTRICT concerning the matters set forth in this with in paragraph.

36. DISPOSAL OF INTERESTS. In the event SUBLESSEE wishes to dispose of its interest in this Sublease, and in the concession operation and activity as set forth herein, the proposed sale and transfer, the buyer, and all terms and conditions of the transaction must be approved in writing by the DISTRICT prior to the execution thereof.

37. ADDITIONAL LEASES AND AGREEMENTS. Notwithstanding any of the other terms and provisions of this Sublease, nothing herein contained shall be deemed or interpreted as a limitation or prohibition, in any manner whatever, of the right and power of DISTRICT to enter into additional and subsequent leases, concession, use or license agreements, or any agreements of whatsoever kind, nature, or sort, with SUBLESSEE or with any other party, for the same purposes as set forth herein, or for any other purpose , which may be deemed by DISTRICT, in the sole exercise of its discretion, to be advantageous in the development, operation and maintenance of the Rancho Jurupa Regional Park; provided the terms of any such additional agreements are not in conflict with the terms of this Agreement or are in direct competition in the areas of merchandise, prepackaged food and beverages offered by SUBLESSEE. Merchandise shall be defined as items that may be sold in the store such as camping items, souvenirs, and novelties.

38. AGREEMENT IN WRITING. This Sublease 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 or orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the DISTRICT and the SUBLESSEE or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONCESSIONAIRE

Advenco
6720 W. 121st Street, Suite 200
Overland Park, KS 66209

Signature: 

Print Name: FRANK PILES

Title: CEO

Dated: 10/9/25

RIVERSIDE COUNTY

Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Approved as to Form:

Minh C. Tran
County Counsel

By: 
Braden J. Holly, Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONCESSIONAIRE

Advenco
6720 W. 121st Street, Suite 200
Overland Park, KS 66209

Signature:  _____

Print Name: FRANK PWS _____

Title: CEO _____

Dated: 8/20/2025 _____

RIVERSIDE COUNTY

Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Approved as to Form:

Minh C. Tran
County Counsel

By: _____
Braden J. Holly, Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONCESSIONAIRE

Advenco
6720 W. 121st Street, Suite 200
Overland Park, KS 66209

Signature: _____

Print Name: _____

Title: _____

Dated: _____

RIVERSIDE COUNTY

Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Signature: _____

Print Name: **JOSE MEDINA**

Title: Chair, Board of Directors

Dated: OCT 07 2025

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____
DEPUTY

Approved as to Form:

Minh C. Tran
County Counsel

By: Braden Holly
Braden J. Holly, Deputy County Counsel

Exhibit A
Lake Skinner Recreation Area
Areas Included in Sublease

1. Marina
2. Marina Store
3. Camp Store and all features within the store (e.g. air conditioning, plumbing, roof, structural components)
4. Camp Store Parking Lot and all features within in (e.g. landscaping, lighting, striping)

5. Café
6. Laundry Facility
7. Fueling Station
8. Dry Storage
9. Extended Camp Store Patio
10. Camp Store Patio Fire Pit

Exhibit B
Rancho Jurupa Regional Park
Areas Included in Sublease

1. Gopher Hole Store
2. Gopher Hole Mini Golf Range

Exhibit C

Improvement	Inspected and Approved By District
<p>1. Installation of new marina facilities. The new marina dock will be not less than 3,800sq. ft., it will include a floating marina store not less than 12 sq. ft. by 12 sq. ft., and will include upgraded electrical service with 110 electric single-phase power with GFI protection. The dock shall be of steel construction with fully encapsulated floatation. It shall include a winch and cable anchorage system suitable for the design of the facility. SUBLESSEE shall use recycled materials when possible. The new marina design will allow for later expansion as demand increases. SUBLESSEE shall demolish and haul away existing dock. Use of the existing 80 ft. gangway shall be authorized by the DISTRICT.</p>	<p>Name: _____ Date: _____</p>
<p>2. New rental fleet consisting of no fewer than ten (10) boats that are suitable for recreational use at Lake Skinner. The fleet may include a mix of vessel types such as pontoons, fishing boats, or other similar watercraft. At a minimum, the fleet shall include boats that are no less than twenty-two (22) feet in length and equipped with engines of at least twenty-five (25) horsepower.</p>	<p>Name: _____ Date: _____</p>
<p>3. Cafe wine bar, and kitchen upgrades including ice machine (365 lb. storage), bar draft system, horizontal bottle cooler, 3-door glass front cooler, double door cooler, liquor rail, glass washer, natural gas fryer, convection oven, 2-burner gas range, 36" griddle, refrigerated tables, and refrigerated equipment stand. SUBLESSEE will design, upgrade, and install improved electrical wiring (as needed) and fixtures, energy efficient LED ceiling lighting fixtures, paint and patch, wall paneling and faux beams, laminate flooring, not less than 11 dining tables with 30 chairs, 2 high top tables with 4 bar stools and 4 high back metal chairs, and 4 baby high chairs to meet and exceed local and state health and safety regulations. SUBLESSEE shall install firepit landscaping as agreed upon by the parties. SUBLESSE shall be</p>	<p>Name: _____ Date: _____</p>

<p>responsible for all permitting involved in the project.</p> <p>4. Retail store upgrades including walk-in cooler and freezer combination approximately 30 ft. in length and 10 ft. deep with approximately 12 doors. SUBLESSEE will design, upgrade, and install improved electrical wiring (as needed) and fixtures, energy efficient LED ceiling lighting fixtures, paint and patch, wall paneling and faux beams, laminate flooring, retail fixtures and register counter to meet or exceed local and state health and safety regulations. SUBLESSEE shall be responsible for all permitting involved in the project.</p>	<p>Name: _____ Date: _____</p>
<p>5. Completely new HVAC system and roof replacement. The HVAC will be adequately sized for the size of the building. Full specs on the HVAC system are to be completed. The existing roof will be completely removed and replaced with approximately 9,400 sq. ft. of composite/fiberglass style shingles, which carries a 50-year material warranty.</p>	<p>Name: _____ Date: _____</p>
<p>6. Payment for District's maintenance work on mini golf playing surface and infrastructure repairs/upgrades at Rancho Jurupa not to exceed \$50,000 in investment.</p>	<p>Name: _____ Date: _____</p>
<p>7. The current fuel system will be decommissioned either by abandonment or complete removal prior to the expiration of the Initial Term. All work related to the decommissioning of the fuel system, either by abandonment or complete removal, shall be conducted pursuant to plans submitted to and approved by the Department of Environmental Health and shall be completed under the appropriate permitting processes.</p>	<p>Name: _____ Date: _____</p>

Exhibit D
Submitted Plans for Lake Skinner Recreation Area & Rancho Jurupa
Regional Park - GOPHER HOLE



Marina Replacement:

ExplorUS proposes that RIVCO Parks funds the expense of removing and disposal of the dock with ExplorUS providing the labor. We will then commit to replacing the dock with a more innovative, safe, and accessible approach. The existing docks will be replaced with a modern encapsulated foam dock system with cable anchoring to adjust to fluctuating water levels.

ExplorUS maintains two (2) in-house dock construction departments building custom, engineered dock systems utilized in our marina operations. Having our own dock construction divisions allows the much-needed flexibility to respond to our marina needs when time is of the essence. RIVCO and ExplorUS will mutually agree on the design and spec for the dock system.

Boat Replacement:

Not only will we be investing into the replacement of the docks, in addition, we propose to purchase and provide a modern rental fleet of pontoons, fishing boats, and human and electric powered kayaks/skiffs appropriate for Lake Skinner that will be highly appealing to the angler community, local Temecula Valley family guests, and wine country visitors alike. These boats will remain ExplorUS personal property.



Design Concept - Dock Remodel at Lake Skinner



Cafe and Wine Bar Operations:

ExplorUS maintains an existing portfolio of operating 118 food and beverage centers across the US. We possess the experience and knowledge of what entices visitors with a focus on local farming concepts and menu offerings. The renovated Café and Wine Bar will be named **"Cousin Katie's Cantina"** to provide a personalization to the Café for visitors. Food service options will focus on simple, fresh items that complement the beer and wine offerings in a family-friendly, inviting setting.

In addition to the defined interior of **"Cousin Katie's Cantina"**, we will also offer an outdoor patio option. Cornhole games and outdoor seating invite guests to linger with friends in summer, and an outdoor fire pit will warm the space in winter evenings on the peaceful patio.





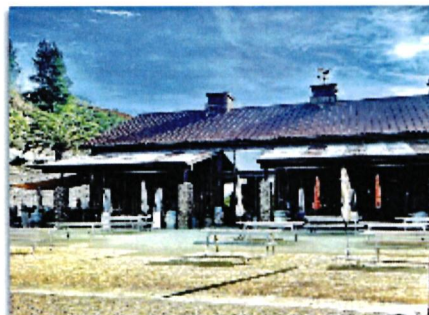
Retail "Market" Operations:

ExplorUS has a vast portfolio of experience managing a variety of retail operations across the US, netting 1.2 million retail transactions a year at nearly 70 different retail sites. Embracing the local heritage and culture, ExplorUS will tie into the rustic but elegant winery theme in the area when remodeling the current Store. This will soon serve as the Park's Market, called **"Uncle Jack's Market"**, offering camping essentials along with local goods to cater to the visiting demographics.



Retail/Café Building Renovation:

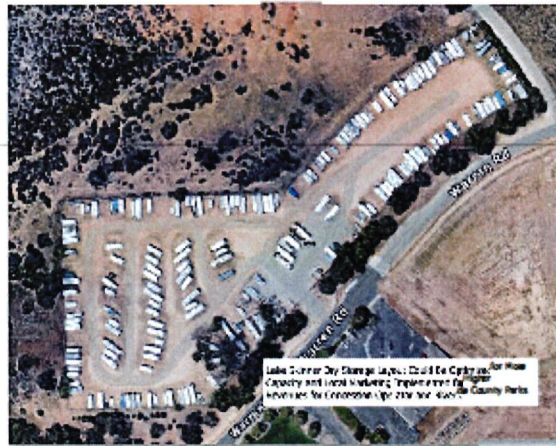
ExplorUS commits to investing into repairs for the roof, HVAC system, and walk-in cooler at the existing Camp Store. These investments will enhance the appeal to visitors and significantly improve the comfort for dining, shopping, and working in the building. Our goal is that both guests and employees enjoy an elevated experience.



Dry Storage Optimization:

Re-design of the dry storage layout and removal of nonessential elements currently occupying the space in this zone will help maximize revenues in support of facility renovations, which will ultimately result in higher revenue generation for both RIVCO Parks and ExplorUS to reinvest into the Parks.

These efforts would be supported by a local dry storage marketing plan targeting Temecula Valley boat and RV owners, highlighting convenience at Lake Skinner, facility security, and competitive pricing. This would lead to estimated revenue increase ranges from 15%-25%.



Dry Storage Area Optimization

Glamping Operations:

ExplorUS proposes to enhance visitor services by providing and managing glamping units [redacted] at Lake Skinner. [redacted] the opportunity to place vintage camper rentals on existing campsites, adjacent to the open event space field for prominent placement and access. This elevated, memorable form of hospitality is critical to attracting and retaining guests.

The District will explore future location of glamping units at Lake Skinner with ExplorUS.



Vintage Style Trailers and Park Model Cabins are Options for Upgraded Glamping Accommodations



Rancho Jurupa Proposed Investments:

ExplorUS is committed to partnering with RIVCO PARKS to enhance the visitor's experience at Rancho Jurupa Park. We understand that funding has been an issue to not address deferred maintenance complications. To this end, ExplorUS is willing to contribute up to \$50,000 to fund the upgraded mini golf playing surface, substrate and water feature repairs, repainting and minor repairs to walkways, and wayfinding signage.





Marketing:

The advantage for currently operating in this exact region on Riverside County is the ability to further our local connections that will be highly instrumental in our marketing approach for occupancy, events, and daily rental usage. We believe what the Parks offer, and their location will be an enticing draw for not just the local markets, but beyond, through our effective marketing campaigns.

Marketing for Lake Skinner County Park will include, but not be limited to: digital advertising through social media, email campaigns, and reservation system promotions; print advertising with local business, papers, and tourism agencies; and through networking events such as public travel or outdoor shows, or local business hosted tourism events.

ExplorUS has a designated Sales and Events Manager within the centralized Marketing Support Team, who focuses on developing business relationships for our hospitality and event offerings at several of our large-scale operations. Our experienced Sales and Events Manager, working alongside local and regional management, focuses on hosting events such as corporate, association, and government conferences; and social events such as weddings and family reunions. In order to manage and attract this type of clientele, it takes a dedicated approach. This approach includes and will be implemented at Lake Skinner County Park following the below procedures:

- Active review of industry changes to stay relevant to our target audiences through researching trends, joining memberships, and attending conferences within the hospitality industry.
- Consistent review to add value to the facilities we operate such as social glamping tents, updated event spaces, or outdoor facilities.
- Place a large focus on community outreach by sourcing products and services from local small businesses to promote a sense of belonging when hosting events or utilizing venue spaces.
- Promote the business to create awareness by attending relevant public-facing conventions and meetings as a vendor, and through effective advertising campaigns.

With this experienced and dedicated approach, we believe the concession spaces at Lake Skinner County Park will be well-utilized to host events on a consistent basis.