

Regional Conservation Authority

**LEASE AGREEMENT BETWEEN THE WESTERN RIVERSIDE
REGIONAL CONSERVATION AUTHORITY AND THE COUNTY
RIVERSIDE FACILITIES MANAGEMENT DEPARTMENT TO LEASE OFFICE
SPACE AT 3403 10TH STREET, SUITE 320, RIVERSIDE, CALIFORNIA**

Staff Contact:

**Honey Bernas, Director of
Administrative Services
(951) 955-2842**

Background:

As previously reported to the Executive Committee, staff has been negotiating a lease agreement with the County of Riverside Facilities Management Department for office space at 3403 10th Street, Riverside, California. To date, the lease is being reviewed by RCA Legal Counsel and County Counsel.

In order for the County to complete tenant improvements in time for an August move date, they are requesting that the lease agreement be agendized for approval at the June 9, 2008 meeting of the RCA Board of Directors. Therefore, staff is requesting authorization to agendize this matter for the June meeting.

Staff Recommendation:

That the Executive Committee:

- 1) Authorize staff to continue to negotiate the Lease Agreement between the RCA and the County of Riverside Facilities Management Department to Lease Office Space at 3403 10th Street, Suite 320, Riverside, California; and
- 2) Authorize staff, pursuant to legal counsel review and approval, to agendize this matter for the June 9, 2008 Special Meeting of the RCA Board of Directors.

Attachment:

Draft Lease Agreement

AGENDA ITEM NO. 15

ATTACHMENT 1 DRAFT LEASE AGREEMENT

DRAFT

REVENUE LEASE

COUNTY OF RIVERSIDE and
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
3403 Tenth Street, Suite 320, Riverside, California

The COUNTY OF RIVERSIDE, herein called "County", leases to WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, herein called "Lessee".

1. Recitals.

(a) Lessee desires to lease County's building situated at 3403 Tenth Street, Suite 320, Riverside, California, for the purposes of providing office space.

(b) Pursuant to Section 26227 of the Government Code, the Board of Supervisors of County deems that the services to be provided by Lessee are necessary to meet the needs of the residents of County and is willing to contribute thereto by leasing said building to Lessee.

2. Description. The premises leased hereby consist of approximately 6,299 square feet located at 3403 Tenth Street, Suite 320, Riverside, California, and consist of a building (or portion thereof) as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this Revenue Lease.

3. Use.

(a) The premises are leased hereby for the purpose of providing office space.

(b) The leased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably withheld.

(c) Lessee shall have the exclusive use of the leased premises.

4. Term. This Revenue Lease shall be for a period of five (5) years, effective upon the date which Lessee can take useful occupancy.

5. Options to Extend.

(a) County grants to Lessee two (2) option(s) to extend the Revenue Lease term. Each extension option shall be for a period of five (5) years, subject to the conditions described in this Paragraph 5.

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

(c) The monthly rent payable by Lessee during any extended term under the Option(s) shall be increased each year on the annual anniversary of the Revenue Lease by an amount equal to three (3%) percent of monthly rental.

6. Rent.

(a) Lessee shall pay the sum of \$15,747.50 per month to County as rent for the leased premises, payable, in advance, on the first day of the month, provided, however, in the event rent for any period during the term hereof which is for less than one full calendar month said rent shall be pro-rated based upon the actual number of days of said month.

(b) Notwithstanding the provisions of Paragraph 6(a) herein, the monthly rent shall be increased each year on each annual anniversary of the Revenue Lease by an amount equal to three (3%) percent of such monthly rental.

7. Improvements by County. Improvements shall be completed as outlined on Exhibit "B", attached hereto, and by this reference made a part of this Agreement, ninety (90) days from County's approval of this Agreement at a cost not to exceed \$83,027.00. County shall provide Lessee with an itemized statement of the cost of tenant improvements within thirty (30) days after acceptance of the leased premises. Upon receipt of the itemized statement, Lessee shall pay said \$83,027.00 or the reduced adjustment amount to County within thirty (30) days.

8. On-Site Improvements by Lessee.

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

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed, by Lessee shall become the property of County with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this Revenue Lease, Lessee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, Lessee shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, County may, at its election, either: (1) remove and store such fixtures and restore the premises for the account of Lessee, and in such event, Lessee shall within thirty (30) days after billing and accounting therefore reimburse County for the costs so incurred, or (2) take and hold such fixtures as its sole property.

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

10. Utilities.

- (a) County shall provide and pay for all utilities.
- (b) Lessee shall provide and pay for all telephone services.

11. Maintenance.

(a) County shall be responsible for all maintenance of the leased premises.

(b) County shall be responsible for providing routine monitoring and maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system, if applicable.

(c) County shall maintain the mechanical room and other major equipment connected to this facility. Lessee shall provide an escort to the County maintenance person or persons for this service.

(d) In the event any damage or injury to the leased premises is caused by the negligent or willful acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, County must give written notice of such damage to Lessee and a 20 day opportunity to cure. If no cure has been effectuated within that 20-day period, County may thereafter repair or cause to be repaired such damage as necessary to restore the leased premises, at Lessee's sole cost and expense. County shall be entitled to reimbursement by Lessee for such costs of repair within forty-five (45) days of a billing and accounting thereof in writing.

12. Custodial Services. County shall provide, or cause to be provided, and pay for all custodial services in connection with the leased premises.

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

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

15. Compliance.

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

(b) County warrants that, to the best of its knowledge and except as disclosed to Lessee in this Lease, the Project and the improvements thereon, including the premises, will on the commencement of the Revenue Lease comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements"). If the premises do not comply with said warranty, County shall, promptly after receipt of written notice from Lessee, or any governmental agency having jurisdiction over such matters, setting forth the nature and extent of such non-compliance, rectify the same at County's expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Revenue Lease the construction of an addition to or alteration of the premises, unless same is the result of the use to which Lessee puts the premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the premises, County shall, promptly after receipt of such written notice from Lessee or aforementioned governmental agency, rectify the same at County's expense.

(c) County warrants and represents the premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 ("ADA") as amended from time to time and regulations issued pursuant thereto and in effect. Any cost incurred to cause the premises to comply with said Act shall be born by County. Notwithstanding the preceding sentence, (i) County has disclosed to Lessee that restrooms on certain of the floors of the premises are being modified to comply with ADA accessibility only when build-out or alteration of space on such floor requires the same, and (ii) nothing herein or elsewhere in this Revenue Lease is intended or shall be construed to require County to construct, install, maintain or repair the premises for the purpose of making "reasonable accommodation" for particular employees of Lessee if and as may be required by law, which accommodation shall be the sole responsibility of Lessee.

(d) County shall be responsible for compliance with all Federal, State or local laws, regulations or permits pertaining to storm water pollution prevent plans ("SWPPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental Protection Agency.

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

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

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

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

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

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

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

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

18. Insurance. Lessee shall during the term of this Revenue Lease procure at its sole cost and expense and keep in full force and effect from the commencement date of this Revenue Lease continuing until the end of the term of the Revenue Lease the following insurance provisions:

(a) Workers' Compensation. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Comprehensive General Liability. Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Lessee from claims including, but not limited to, damages for premises liability, contractual liability, personal and advertising injury (broad form) which may arise from or out of Lessee's operation use and management of the leased premises and grounds or the performance of its obligations hereunder, whether such operations, use or performance be by Lessee, by any subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such

insurance shall name County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as additional insureds with respect to this Revenue Lease and the obligations hereunder with limits not less than \$1,000,000 per occurrence combined single limit. Policy shall provide for \$5,000 in medical payments coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per occurrence.

(c) All Risk Real and Personal Property.

(1) The leased premises will continue to remain insured by the County Property Program at no additional cost to Lessee. The County of Riverside shall continue to be responsible for all risk, earthquake and flood deductibles.

(2) The leased premises will continue to remain insured by the County Boiler and Machinery Program. The County of Riverside shall continue to be responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

(d) General Insurance Provisions.

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less than an A:VII. In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from the County Risk Manager and, at the election of the County Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to the County of Riverside, its officers, employees or agents, or (2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from County Risk Manager within ten (10) days of the acceptance of agreement then such deductibles or self-insured retentions shall be deemed acceptable.

(2) Cause its insurance carrier(s) to furnish the County of Riverside with either (1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by County Risk Manager, provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this Revenue Lease and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any such modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this Revenue Lease shall terminate

forthwith, unless the County of Riverside 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 coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not take possession or otherwise use the leased premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties hereto, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

19 Hold Harmless.

(a) Lessee represents that it has inspected the leased premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.

(b) Lessee shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Lessee's employee included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from its use and responsibilities in connection therewith of the leased premises or the condition thereof, and Lessee shall defend, at its expense, including without limitation, attorney fees, expert fees and investigation expenses, County, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold County free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations. Indemnification by Lessee pursuant to this section shall not be required if the claim arises out of County's acts that were a result of County's gross negligence or willful misconduct.

(c) County shall indemnify, defend, and hold harmless Lessee, its officers, agents, employees and independent contractors from any liability whatsoever arising out of County's operations or the premises, including but not limited to (1) any act or omission of County, its officers, agents, employees, subcontractors and independent contractors, invitee, guest, or licensee about the premises, including for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anyway connected with or arising from its responsibilities in connection therewith of the leased premises or condition thereof; (2) any alterations,

activities, work, or things done, omitted, permitted, allowed, or suffered by County in, at, or about the premises, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the date of commencement of this Revenue Lease; or (3) any breach or default in performance of any obligation on County's part to be performed under this Revenue Lease, and County shall defend, at its sole expense, including without limitation, attorney fees, expert fees and investigation fees, Lessee, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold Lessee free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations. Indemnification by County pursuant to this section shall not be required if the claim arises out of Lessee's acts that were a result of Lessee's gross negligence or willful misconduct.

(d) The specified insurance limits required in Paragraph 17 above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County free and harmless herein.

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

21. Hazardous Substance. "Hazardous Substance" shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either (a) potentially injurious to the public health, safety, or welfare, the environment, or the premises; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of Lessee to any governmental agency or third party under any applicable statute or common law theory. During the term of the Revenue Lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the leased premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the leased premises or transport to or from the leased premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances", "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117 of the California Health

and Safety Code or as "Hazardous Substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

County acknowledges that Lessee's use may from time to time require the presence of Hazardous Substances at the premises, consisting of ordinary and general office supplies typically used in the ordinary course of business within office buildings, such as copier toner, liquid paper, glue, ink and common household cleaning materials. Lessee agrees that, except for said supplies which may contain Hazardous Substances, Lessee shall not cause or permit any Hazardous Substances to be brought upon, stored, used or disposed of on, in, under or about the premises or surrounding area without the prior consent of County, which consent County may withhold in its sole and absolute discretion. Lessee agrees that all such Hazardous Substances located in, at or on the premises shall be used, stored, handled, treated, transported and disposed of in compliance with all applicable laws.

County warrants and represents the premises that are the subject of this Revenue Lease have been and shall be constructed, operated and maintained free of hazards from asbestos. County further warrants and represents to Lessee that County has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the premises that are the subject of this Revenue Lease, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the premises. If any claim is ever made against Lessee relating to Hazardous Substances present at or around the premises, whether or not such substances are present as of the date of this Revenue Lease, or any such Hazardous Substances are hereafter discovered at the premises (unless introduced by Lessee, its agents or employees), all costs of removal incurred by, liability imposed upon, or damages suffered by Lessee because of the same shall be borne by County, and County hereby indemnifies and agrees to be responsible for and defend and hold Lessee harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of County described in this Paragraph 21 shall survive the termination or expiration of this Revenue Lease.

22. Free From Liens. Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the leased premises, and which may be secured by a mechanic's, material man's or other lien against the leased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so

stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

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

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

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

26. Severability. The invalidity of any provision in this Revenue Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

27. Venue. 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 Revenue Lease 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.

28. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this Revenue Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award in such litigation or arbitration.

29. Notices. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:

County of Riverside
Department of Facilities Management
3133 Mission Inn Avenue
Riverside, California 92507-4199

Lessee:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
Riverside, California 92501

or to such other addresses as from time to time shall be designated by the respective parties.

30. Permits, Licenses and Taxes. Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or

hold, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this Revenue Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

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

32. County's Representative. County hereby appoints the Director of Department of Facilities Management as its authorized representative to administer this Revenue Lease.

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

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

35. Director of Facilities Management Authority. The authority for the Director of Department of Facilities Management to execute this Revenue Lease in contained in Resolution No. 97-252.

36. Approval. This Revenue Lease shall not be binding or consummated until its approval by the Director of Facilities Management.

Dated: _____

COUNTY OF RIVERSIDE

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY**

By: _____
Roy Wilson, Chairman
Board of Supervisors

By: _____
Eugene Montanez, Chairman
Board of Directors

Attest:
Nancy Romero

Attest:

By: _____
Deputy

By: _____
Honey Bernas
Clerk of the Board

Approved as to Form:

Approved as to Form:

Joe S. Rank
County Counsel

By: _____
Best Best & Krieger LLP
RCA General Counsel

By: _____
Gordon V. Woo
Deputy County Counsel