

LEASE OF VACANT PROPERTY
ROHR, INC.,
A PART OF COLLINS AEROSPACE

This Lease ("Lease") is entered into this 13th day of May, 2024, between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ROHR, INC., a part of COLLINS AEROSPACE, a Delaware corporation authorized to do business in California ("Lessor"), both parties mutually agree as follows:

1. PROPERTY LEASED. City hereby leases from Lessor the real property, consisting of approximately 9 acres of land at the easterly end of Lessor's property located at 8200 Arlington Avenue, Riverside, California, also known as APN 151-130-004 and a portion of APN 151-130-001 ("Property") and more specifically delineated in Exhibit "A" attached hereto and incorporated herein.

2. PURPOSE. City shall continue possession of the Property from the Lease of Vacant Property between the City and Lessor dated August 7, 2017. City shall have use of and unlimited access to the Property as a construction staging yard and material storage yard to deposit, store, and retrieve materials, tools, implements, equipment, vehicles, storage bins, and other materials by the City and its contractor(s) for the purpose of constructing the Riverside Transmission Reliability Project (RTRP), 69kV power lines. The Lessor shall be restricted from use of the Property except for ingress and egress purposes to facilitate routine maintenance, monitoring and maintenance of existing wells, security, and as otherwise agreed to by the City.

3. TERM. This Lease agreement shall be for a period of five (5) years commencing on the date first written above ("Commencement Date").

4. RENT. City shall pay the sum of One Hundred Thousand Dollars (\$100,000) annually to the Lessor as rent for the Property. The first installment shall be paid within sixty (60) days of execution of this Lease and then annually thereafter.

5. IMPROVEMENTS BY LESSOR. Lessor has previously removed lighting fixtures and all assets owned or controlled by Lessor except permanent structures from the Property, reconfigured parking and driveways to accommodate rearrangement of employee parking, and provided perimeter security fencing and gates around the Property similar in design as delineated in Exhibit "B" attached hereto and incorporated herein. All work described in this Section 5 was performed by the Lessor at the Lessor's sole expense.

6. IMPROVEMENTS BY CITY. City shall provide temporary power to the Property, exterior lighting sufficient to illuminate the entire Property and, if required to do so by the California Environmental Protection Agency State Water Resources Control Board, will implement Storm Water Pollution Prevention Plan (SWPPP) Best Management Practices (BPM) within the property. City and its contractor(s) shall be responsible for security of materials and equipment on the Property. Security may include guards, dogs, remotely monitored video surveillance, or a combination of security measures. The City or its contractor shall provide potable water and sanitation. City shall remove all improvements at the end of this Lease and shall return the Property to the same or better condition as at the commencement of the Lease. Fencing and gates will remain in place following the term of the Lease except where the Lessor directs the City to remove the fencing and gates on or prior to the expiration of the Lease or within thirty (30) days after surrender of the

Property by the City. All work described in this Section 6 shall be performed by the City. All costs related to the improvements cited in this Section including design, permits, materials, labor, project management, etc. shall be borne at the sole expense of the City.

7. **MAINTENANCE.** City agrees, at its own expense, to maintain and keep the Property in good condition and repair, and to keep the Property in an attractive, neat, clean and orderly condition. This includes, but is not limited to, minor weed abatement, the removal of refuse or waste materials which might be or constitute a fire hazard or a public or private nuisance; and the disposal in a safe and proper manner, and in accordance with any applicable law, ordinance, statute, rule or regulation, of any industrial or hazardous waste or hazardous materials. The City shall not bring any hazardous waste or hazardous materials onto the Property, except for reasonable quantities of fuel in the fuel tanks of mechanical equipment and vehicles used in the ordinary course of the City's business on the Property.

8. **NOTICES.** All notices, requests, consents, approvals or other communications between the parties in connection with this Lease shall be in writing and personally delivered or mailed to the recipient party by certified mail at its last known address as follows:

City

City of Riverside
Community & Economic Development Dept.
Attn: Property Services Division
3900 Main Street
Riverside, CA 92522

Lessor

Rohr, Inc.
Attn: General Manager
8200 Arlington Avenue
Riverside, CA 92522

The parties may, from time to time, change their respective addresses for the purpose of this paragraph by sending notice of such change to the other as provided herein. Any notice given pursuant to this paragraph shall be deemed served when personally served or when placed in the U. S. mails with postage prepaid and addressed to the recipient at the recipient's latest known address.

9. **INSURANCE.** City shall maintain a self-insurance policy during the term of this Lease that will cover City's activities and use of the Property during the term of this Lease.

10. **ASSIGNMENT.** Neither party shall voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber any part of this Lease or in the Property without the other party's prior written consent, which consent shall not be unreasonably withheld.

11. **DEFAULT; REMEDIES.**

(a) Default. The occurrence of any one or more of the following events shall constitute a default under this Lease:

- i) The vacation or abandonment of the Property by City.
- ii) The failure by City to make any payment of rent, fee or any other payment required to be made by Lessor hereunder as and when due. If City does not fully cure such default within fifteen (15) days after City has been served with a notice of such default, this Lease shall be terminable at Lessor's option.

(b) Remedies:

- (i) In addition to all other rights and remedies it might have, Lessor shall have the right to terminate this Lease and City's right to possession of the leased Property in the event of a default as set forth above.
- (ii) Upon termination of this Lease, whether by lapse of time or otherwise, City shall immediately vacate the Property and deliver possession thereof to Lessor.

12. TERMINATION BY LESSEE. City may terminate this Lease upon thirty (30) days' written notice to Lessor. Should City seek to terminate this Lease prior to its expiration, City shall pay the full amount due on any remaining term of the Lease.

13. WAIVER OF DEFAULT. Acceptance by either party of performance following a default will not be deemed a waiver of such default. No waiver of a default will constitute a waiver of any other default.

14. EMINENT DOMAIN. In the event all or any part of the Property is taken or damaged by the exercise of the power of eminent domain, all compensation and damages payable by reason of the condemnation of the real property shall be payable to Lessor without any apportionment to City, City hereby waiving any claim for leasehold damages attributable to this Lease having any bonus value.

15. PROPERTY TAXES. Lessor acknowledges it shall be solely responsible for payment of all real property taxes levied or assessed against the Property, and that City has no responsibility for payment of such taxes during the term of this Lease.

16. VENUE. Any action at law or in equity brought by either party hereto for the purpose of enforcing a right provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

17. PROVISIONS BINDING ON SUCCESSORS. Each and all of the covenants, conditions and agreements herein contained shall, in accordance with the context, inure to the benefit of and be binding upon the parties hereto, and the successors in interest, agents and assigns of such parties, or any person who may come into possession or occupancy of the Property, or any part thereof, in any manner whatsoever. Nothing in this paragraph shall in any way alter the provisions in this Lease against assignment or subletting or other transfers.

18. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19. MARGINAL CAPTIONS. The various headings and numbers herein and the groupings of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only, and shall not be considered a part hereof.

20. **ENVIRONMENTAL INDEMNITY.** City shall indemnify Lessor and hold Lessor harmless from any cost, liability or expense imposed upon Lessor under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order because of or arising out of any contamination of the Property or any contamination of groundwater or surrounding lands because of or arising out of contamination at or from of the Property to the extent caused or contributed by the actions of the City or the City's contractors, employees, agents or invitees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

**CITY OF RIVERSIDE, a California
charter city and municipal corporation**

By: _____

Name: _____

Title: City Manager

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

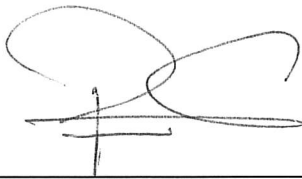
ATTEST

By: _____
City Clerk

APPROVED AS TO FORM

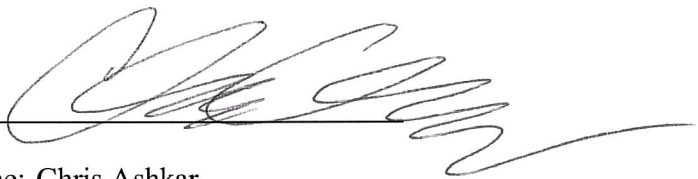
By: 
Deputy City Attorney

**ROHR, INC., a part of Collins
Aerospace , a Delaware corporation
authorized to do business in California**

By: 

Name: Roberto Valenzuela

Title: Vice President, Operations

By: 

Name: Chris Ashkar

Title: Vice President & Treasurer

EXHIBIT "A"

EXHIBIT "A"

RUTLAND AV.

RIVERSIDE COUNTY
FLOOD CONTROL

ARLINGTON AV.

VAN BUREN BLVD.

PROPERTY
APPROXIMATELY 9 ACRES FOR USE AS A TEMPORARY
MATERIAL YARD FOR CONSTRUCTION OF RIVERSIDE'S
ELECTRICAL TRANSMISSION PROJECT KNOWN AS THE
RIVERSIDE TRANSMISSION RELIABILITY PROJECT (RTRP)

APN 151-130-001

APN 151-130-001

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RIVERSIDE COUNTY
FLOOD CONTROL
NOT A PART OF
PROPOSED LEASE

RIVERSIDE COUNTY
FLOOD CONTROL
NOT A PART OF
PROPOSED LEASE

RIVERSIDE COUNTY
FLOOD CONTROL

EXHIBIT
"A"

NORTH

MONTGOMERY ST.

EXHIBIT "B"

