

LEASE
4029 – 4053 Main Street
Piazza Development

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day of _____ 2015, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City"), for the lease of the property described below upon the following terms and conditions:

1. **Description.** The property leased hereby is known as Assessor's Parcel Numbers 215-092-009 to -011, located at 4029 to 4053 Main Street, Riverside, California, which includes the current buildings and on-site parking, (collectively the "Premises"). The Premises are more particularly described and depicted on Exhibit "A", attached hereto and by this reference made a part of this Lease.

2. **Use.** The Premises are leased to the City with the express understanding, acknowledgment and agreement by the County as to the following:

(a) The existing building located at 4049 and 4053 Main Street (APN 215-092-001) will be demolished.

(b) The existing PIP building located at 4029 Main Street (APN 215-092-009) shall remain and be adaptively reused.

(c) The City will enter into a development agreement/ground lease of the Premises to a third party ("Developer") for the development for the Premises into a sustainable pedestrian and business friendly environment ("Project").

3. **Term.** The term of this Lease shall be for thirty (30) years.

4. **Rent.** Rent shall be One Dollar (\$1.00) per year.

5. **Revenue Sharing.** Upon the ground lease of the Premises to Developer, the City and County shall share the net revenue generated on a fifty/fifty (50/50) basis. Prior to distribution of the revenue, any debt or costs incurred by the City for the development of the Project, as well as an administrative fee for the management of the Premises, shall be deducted.

6. **Maintenance.**

(a) City, until such time as the Premises are leased to Developer, shall keep the Premises in good condition, and in compliance with all federal, state and local laws, ordinances, rules, codes and regulations including but not limited to fire, health and safety.

7. **Improvements.** The parties recognize and understand that any improvements on the Premises shall be undertaken subject to City standards. As stated above, the current building located at 4049 and 4053 Main Street will either be demolished by City or by Developer.

8. **Insurance.** The City is and will remain self-insured during the term of this Lease for casualty (general liability), bodily injury, property damage and personal injury liability each with a limit of liability of \$750,000 for each occurrence and in the aggregate. City shall deliver a copy of the self-insured insurance to the County prior to the commencement of this Lease. City shall name the County as an additional insured. Further, upon the lease of the Premises to Developer, City shall require Developer to maintain appropriate insurance to cover the City and County from any and all losses arising out of the use of the Premises.

9. **Option to Terminate.** City shall have the option to terminate this Lease if the Premises are destroyed or damaged to the extent that they cannot be repaired within sixty (60) days. If the damage can be repaired within sixty (60) days, City reserves the right to determine what, if any portions of the Premises are usable.

10. **Notices.** Any notices 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, CA 92507

City:

City of Riverside
Community & Economic
Development Department
3900 Main Street
Riverside, California 92522

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

11. **Quiet Enjoyment.** The County covenants that the City shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as City shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

12. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

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

14. **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 Lease shall be tried in a court of

competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

16. **Entire Lease.** This 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. This Lease may be changed or modified only upon the written consent of the parties hereto.

17. **Interpretation.** The parties hereto have negotiated this Lease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against county solely because it prepared this Lease in its executed form.

18. **Nondiscrimination.** During the performance of this Lease, the parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

Dated: _____

CITY OF RIVERSIDE

By: _____

City Manager

Approved as to form:

Attested to:

By: _____

City Attorney

By: _____

City Clerk

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Department of Facilities Management

Approved as to form:

By: _____

County Counsel

CA: 15-1561
09/04/15

EXHIBIT “A”