

FILED
MAY 13 1975

W. E. ST JOHN, County Clerk

By _____ Deputy

EG4D01-102
Yorba Linda Reservoir

LEASE

PREAMBLE (M1.1 S)

THIS IS A LEASE, made this 13TH day of MAY, 1975, by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "LESSOR", and CITY OF YORBA LINDA, hereinafter referred to as "TENANT", without regard to number and gender.

1. DEMISED PREMISES (M3.1 S)

LESSOR leases to TENANT that certain property hereinafter referred to as "Demised Premises", described on "Exhibit A" and shown on "Exhibit B" which exhibits are attached hereto and by reference made a part hereof.

2. USE (N)

TENANT'S use of the Demised Premises shall be on a rent-free basis for the purpose of preserving open space and providing a noncommercial public recreation facility to be enjoyed and used by all residents of the County of Orange. The use the Demised Premises may include use by community service and other non-profit organizations including uses relating to fund-raising activities. TENANT'S use of the Demised Premises for any other purpose without LESSOR'S prior written approval shall cause this Lease and all TENANT'S rights hereunder to immediately terminate without further action on the part of LESSOR.

3. TERM (N)

The term of this Lease shall be on a year-to-year basis commencing the first day of the first full calendar month following the date of execution by LESSOR. At the end of each year, the Lease shall be automatically extended for a period of one year unless either party hereto notifies the other, in writing, at least sixty (60) days prior to the end of each year of its desire not to extend the lease term.

4. DEVELOPMENT (N)

TENANT shall, within two years after the commencement date of this Lease, improve and develop the Demised Premises as a landscaped open

1 space or a free public recreational facility as set forth above in
2 Clause 2 (USE). All plans for improvement and development shall first
3 be approved by LESSOR'S Chief Engineer so as to insure that such plans
4 comply with the intent of this Lease, and that such improvement and
development do not impair any floodworks required in the future over any
part of the Demised Premises.

5 All improvements affixed to the Demised Premises by TENANT shall become
6 the property of LESSOR. In the event this Lease is terminated, TENANT
7 agrees to remove, at LESSOR'S option, any and all such improvements,
8 notwithstanding their becoming affixed to and part of the realty.

9 5. FLOOD HAZARD (N)

10 TENANT acknowledges that the Demised Premises contain an impoundment
11 area which receives storm runoff, thereby limiting the amount of runoff
12 leaving the premises.

13 TENANT further acknowledges that if the capacity of the impoundment area
14 is reduced, the resultant change in drainage conditions may necessitate
15 construction of a storm drain in Buena Vista Avenue in order to carry
16 the additional runoff safely to a point of disposal.

17 It is mutually agreed that in the event a storm drain is required as a
18 result of TENANT'S development or operation on the Demised Premises,
19 LESSOR has no responsibility to construct or contribute to the cost of
20 said storm drain, and that TENANT accepts all responsibility for the
21 construction of said storm drain.

22 6. RESERVATIONS TO LESSOR (N)

23 The Demised Premises are accepted by TENANT subject to any and all exist-
24 ing easements and encumbrances. LESSOR reserves the right to install,
25 lay, construct, maintain, and repair utilities and appurtenances neces-
26 sary or convenient in connection therewith in, over, upon, through,
27 across, and along the Demised Premises or any part thereof. LESSOR also
28 reserves the right to enter the Demised Premises for any and all such
29 purposes. LESSOR also reserves the right to grant franchises, easements
30 rights of way, and permits in, over, upon, through, across, and along ar
31 and all portions of the Demised Premises.

32 LESSOR further reserves the right to enter upon and use any portion of
the Demised Premises for any necessary purpose in conjunction with the
operation and maintenance of any floodworks required in the future.

LESSOR agrees that rights granted to third parties by reason of this
clause shall contain provisions that the surface of the land shall be
restored as nearly as practicable to its original condition upon the
completion of any construction.

7. MAINTENANCE (N)

TENANT agrees to maintain the Demised Premises and all improvements con-
structed thereon in good order and repair, and to keep said premises in
a neat, clean, orderly, safe, and sanitary condition. This includes,
but is not limited to, the prevention of accumulation of any refuse or
waste materials which might constitute a fire hazard or a public or pri-
vate nuisance. Failure of TENANT to properly maintain and repair the
Demised Premises shall constitute a breach of the terms of this Lease.

1 8. INSURANCE (N)

2 TENANT shall maintain insurance acceptable to LESSOR in full force and
3 effect throughout the term of this Lease. The policy or policies of
4 insurance shall name LESSOR as an additional insured and shall, as a
5 minimum, provide the following forms of coverage in the amounts specific

6 Comprehensive Public Liability: \$1,000,000 single limit coverage

7 Insurance shall be in force the first day of the term of this Lease.

8 Each policy of insurance shall contain the following clauses:

9 "IT IS AGREED THAT THIS POLICY SHALL NOT BE CANCELLED NOR THE
10 COVERAGE REDUCED UNTIL 30 DAYS AFTER DEPARTMENT OF REAL
11 PROPERTY SERVICES, COUNTY OF ORANGE, SHALL HAVE RECEIVED
12 WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION. THE NOTICE
13 SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL AND SHALL BE
14 DEEMED EFFECTIVE THE DATE DELIVERED, AS EVIDENCED BY PROPERLY
15 VALIDATED RETURN RECEIPT."

16 "THE INCLUSION HEREIN OF ANY PERSON OR ENTITY AS AN INSURED
17 SHALL NOT AFFECT ANY RIGHT SUCH PERSON OR ENTITY WOULD HAVE
18 AS A CLAIMANT HEREUNDER IF NOT SO INCLUDED."

19 TENANT agrees to deposit with LESSOR, at or before the times at which
20 required to be in effect, two copies each of the policy or policies
21 necessary to satisfy the insurance provisions of this Lease and to keep
22 such insurance in effect and the policy or policies therefor on deposit
23 with LESSOR during the entire term of this Lease.

24 LESSOR shall retain the right at any time to review the coverage, form,
25 and amount of the insurance required hereby. If, in the opinion of
26 LESSOR, the insurance provisions in this Lease do not provide adequate
27 protection for LESSOR and for members of the public using the Demised
28 Premises, LESSOR may require TENANT to obtain insurance sufficient in
29 coverage, form, and amount to provide adequate protection. LESSOR'S
30 requirements shall be reasonable but shall be designed to assure protec-
31 tion from and against the kind and extent of the risks which exist at
32 the time a change in insurance is required.

LESSOR shall notify TENANT in writing of changes in the insurance re-
quirements; and if TENANT does not deposit copies of acceptable insuranc
policies with LESSOR incorporating such changes within 60 days of receip
of such notice, this Lease shall be in default without further notice to
TENANT, and LESSOR shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not
be construed to limit TENANT'S liability hereunder nor to fulfill the in
demnification provisions and requirements of this Lease. Notwithstandin
said policy or policies of insurance, TENANT shall be obligated for the
full and total amount of any damage, injury, or loss caused by negligenc
or neglect connected with this Lease or with use or occupancy of the
Demised Premises.

9. INDEMNIFICATION (N)

TENANT agrees to accept the Demised Premises in an "as is" condition and
shall indemnify and save harmless LESSOR, its officers, agents, and em-
ployees, from and against any and all claims, demands, loss, or liabilit
of any kind or nature which LESSOR, its officers, agents, and employees
may sustain or incur or which may be imposed upon them or any of them fo

1 injury to or death of persons, or damage to property as a result of,
2 arising out of, or in any manner connected with this Lease or with
3 occupancy and use of the Demised Premises by TENANT, its officers,
4 agents, employees, patrons, or visitors.

5 10. DEFAULT IN TERMS OF LEASE BY TENANT (N)

6 Should Tenant default in the performance of any covenant, condition, or
7 agreement contained in this Lease except as provided above in Clause 2
8 (USE), and such default is not corrected within a reasonable time after
9 TENANT receives written notice of default from LESSOR, LESSOR may termi-
10 nate this Lease. All rights of TENANT and those who claim under TENANT
11 stemming from this Lease, shall end at the time of such termination.

12 11. ASSIGNING AND SUBLETTING PROHIBITED (N)

13 TENANT shall not assign, sublet, or in any manner transfer its rights,
14 duties, and obligations under this Lease. Any attempted assignment or
15 transfer, or other violations of the provisions of this Clause, shall
16 be null and void and shall confer no right, title, or interest in or to
17 this Lease, or right to operate the whole or any portion of the Demised
18 Premises upon any such assignee, transferee, or any other person or
19 party.

20 12. NONDISCRIMINATION (M42.9 S)

21 TENANT agrees not to discriminate against any person or class of
22 persons by reason of sex, race, color, creed, or national origin.
23 TENANT shall make its accommodations and services available to the
24 public on fair and reasonable terms.

25 13. TIME (M42.2 S)

26 Time is of the essence of this Lease.

27 14. LEASE ORGANIZATION (M42.6 S)

28 The various headings and numbers herein, the grouping of provisions
29 of this Lease into separate clauses and paragraphs, and the organi-
30 zation hereof, are for the purpose of convenience only and shall not
31 be considered otherwise.

32 15. AMENDMENTS (M42.7 S)

This Lease sets forth all of the agreements and understandings of the
parties and any modification must be written and properly executed by
both parties.

16. UNLAWFUL USE (M42.8 S)

TENANT agrees no improvements shall be erected, placed upon, opera-
ted, nor maintained within the Demised Premises, nor any business
conducted or carried on therein or therefrom, in violation of the
terms of this Lease, or of any regulation, order of law, statute,
bylaw, or ordinance of a governmental agency having jurisdiction.

1 17. PARTIAL INVALIDITY (M42.15 S)

2 If any term, covenant, condition, or provision of this Lease is held
3 by a court of competent jurisdiction to be invalid, void, or unen-
4 forceable, the remainder of the provisions hereof shall remain in
5 full force and effect and shall in no way be affected, impaired, or
6 invalidated thereby.

7 18. NOTICES (M40.1 S)

8 All notices pursuant to this Lease shall be addressed as set forth
9 below or as either party may hereafter designate by written notice and
10 shall be sent through the United States mail.

11 TO: LESSOR

TO: TENANT

12 County of Orange
13 Environmental Management Agency
14 P.O. Box 4048
15 Santa Ana, California 92702

City of Yorba Linda
4845 Main Street
Yorba Linda, California 92681

and

16 County of Orange
17 Department of Real
18 Property Services
19 P. O. Box 4106
20 Santa Ana, California 92702

1 IN WITNESS WHEREOF, the parties have executed this agreement the day
2 and year first above written.

3 LESSOR

4 ATTEST:

ORANGE COUNTY FLOOD CONTROL DISTRICT

5 W. E. ST JOHN, County Clerk of
6 the County of Orange and ex
7 officio Clerk of the Board of
8 Supervisors of Orange County

By

Ralph A. Dietrich
Chairman, Board of Supervisors

By

Jane Alexander
Deputy

9 APPROVED AS TO FORM:

10 Adrian Kuyper
11 County Counsel

By CHARLES B. SEVIER

13 RECOMMENDED FOR APPROVAL:

14 H. G. Osborne
15 Chief Engineer
Orange County Flood Control District

By

H. G. Osborne

17 Stanley E. Krause, Director
18 Dept. of Real Property Services

By

Donna Garza

21 TENANT

22 CITY OF YORBA LINDA

By

By

William C. Brown
CITY CLERK

DESCRIPTION

PROJECT NO: E04D01
 PROJECT: YORBA LINDA RESERVOIR
 PARCEL NO: 102
 A.P. NO: 76-270-67

Parcel E04D01-102Parcel 1:

Lot 5 in Block 21 of the Yorba Linda Tract, in the city of Yorba Linda, county of Orange, state of California, per map recorded in book 5, pages 17 and 18 of Miscellaneous Maps in the office of the County Recorder of said county.

EXCEPT that portion thereof described as follows:

Beginning at the most Easterly corner of said Lot, being in the Southerly line of the Cajon Canal, as shown on said map; thence South 28° 15' West, 153.42 feet along the Southeasterly line of said Lot 5 to the center line of Buena Vista Avenue; thence South 89° 30' West 69.37 feet along said center line; thence North 28° 15' East, 186.61 feet along a line which is parallel with said southeasterly line to said southerly line; thence South 60° 54' East 60.89 feet along said southerly line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California in Deed recorded August 31, 1956 in Book 3631, page 65 of Official Records in the office of said County Recorder.

ALSO EXCEPTING THEREFROM all oil, gas and minerals, and hydrocarbons in and under said land together with the right at all times to enter on said lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and minerals found thereon as reserved by Carl J. Klatt and other in deed recorded October 10, 1946 in Book 1450, page 531 of Official Records.

Parcel 2:

All that portion of the 75 foot strip of land in the city of Yorba Linda, county of Orange, state of California, conveyed to Ralph C. Shook and wife, recorded August 14, 1944 in Book 1266, page 334 of Official Records in the office of the County Recorder of said county, lying between the center line of Buena Vista Avenue 50 feet wide, as conveyed to Orange County in deed recorded in Book 330, page 127 of Deeds in the office of said County Recorder, and the Southwesterly extension of the southeasterly line of that certain strip of land lying between the Northwesterly line of Lot 5, Block 21 of Yorba Linda Tract, as shown on a Map recorded in Book 5, pages 17 and 18 of Miscellaneous Maps, in the office of said County Recorder, and the Southeasterly line of Lot 3, Block 21 of said Yorba Linda Tract.

EXCEPTING THEREFROM that portion conveyed to the State of California in deed recorded August 31, 1956 in Book 3631, page 65 of said Official Records.

EXHIBIT A

ALSO EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land herein above described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

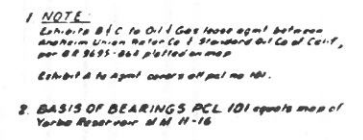
Description Compared

By R. J. Dean
2/18/15

ji/lw

EXHIBIT A

Schizanthus litoralis



103	Pacific American Prop	0 328 Ac	10469 990	12-14-72	P	9-16-72
102	Pacific American Prop	5 463 Ac	10469-990	12-14-72	P	9-16-72
101	Black American Prop	84 523 Ac	10469 992	12-14-72	P	9-16-72

DATE	BY	NO.	REMARKS
ORANGE COUNTY FLOOD CONTROL DISTRICT			
NO. 12 MAY MAP			
YORBA LINDA RESERVOIR			
APPROX.	SCALE	AS SHOWN FILE	MAP NO.
NEB	1" = 100'		
DATE	APPROVED	E04D01-1	