

LEASE

THIS LEASE (“**Lease**”) is made _____ 20__ (“**Effective Date**”), by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as “**DISTRICT**”) and the CITY OF YORBA LINDA, a municipal corporation, hereinafter referred to as “**TENANT**,” without regard to number and gender. DISTRICT and TENANT may sometimes hereinafter individually be referred to as “**Party**,” or jointly as “**Parties**.”

RECITALS

A. DISTRICT owns an approximately 5.465 acre parcel of land identified as Parcel E04D01-102 (the “**Parcel**”) which serves as retarding basin and reservoir commonly known as the “**Yorba Linda Reservoir**” , located at 18611 Buena Vista Drive in the City of Yorba Linda. The Yorba Linda Reservoir serves as part of a greater “**Impoundment Area**” which provides necessary flood protection by receiving and collecting storm runoff.

B. DISTRICT and TENANT entered into an agreement dated May 13, 1975 (“**1975 Agreement**”), wherein TENANT leased said Parcel for non-commercial public recreational purposes on a year-to-year basis.

C. TENANT operates an equestrian facility, commonly known as the Phillip S. Paxton Equestrian Center, on the Parcel and has improved the Parcel with an equestrian arena, warm-up arena, lunging ring, lighting, restroom building, spectator bleachers, and an asphalt-paved parking area.

D. The continued use of the Parcel as a public equestrian facility in accordance with the terms herein is compatible with DISTRICT’S flood control uses.

E. DISTRICT and TENANT desire to enter into a new lease for the Parcel to replace the 1975 Agreement.

F. DISTRICT acknowledges TENANT desires to make future improvements to the facility which may include: expanding the warm-up arena, covering each arena, improving vehicular access, and repairing or replacing the restroom building. TENANT agrees to seek approval from DISTRICT pursuant to the terms of this Lease prior to commencing any changes to the facilities or performing any work on the Parcel which would result in a surface elevation alteration.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS (PMA2.1 S)

The following words in this Lease have the significance attached to them in this clause, unless otherwise apparent from context:

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange acting as the governing board of the Orange County Flood Control District.

"**County**" means the County of Orange, a political subdivision of the State of California

"**Director**" means the Director, OC Public Works, County of Orange, or designee.

2. PREMISES (PMA3.1 N)

Commencing with the Effective Date of this Lease, DISTRICT leases to TENANT Parcel E04D01-102, as more particularly described in **Exhibit A** and depicted in **Exhibit B**, which are attached hereto and by this reference made a part hereof, hereinafter referred to as "**Premises**"

3. TERMINATION OF PRIOR AGREEMENTS (PMA4.1 S)

It is mutually agreed that this Lease shall terminate and supersede any prior leases or agreements between the Parties hereto, including but not limited to the 1975 Agreement referenced hereinabove in Recital B, covering all or any portion of the Premises.

4. LIMITATION OF THE LEASEHOLD (PMA5.1 S)

This Lease and the rights and privileges granted TENANT in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record, or apparent. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to TENANT of rights in the Premises which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or DISTRICT'S interest therein. TENANT acknowledges that TENANT has conducted a complete and adequate investigation of the Premises and that TENANT has accepted the Premises in its "as is" condition.

5. USE (PMB1.2 N)

TENANT'S use of the Premises shall be limited to the operation of a public recreational equestrian facility, parking, and landscaping and shall be made available for use by the general public at no cost to public. TENANT shall set rules and operational procedures consistent with

equestrian center uses and the City of Yorba Linda Municipal Code. Notwithstanding the above, there shall be no commercial use of the Premises at any time nor any cultivation or distribution of marijuana allowed thereon.

TENANT may not collect money for use of the Premises. Under no circumstances, shall an entrance, spectator, or gate fee be charged to those who use the Premises.

Premises are to remain open to the public during normal operating hours as determined by TENANT.

The TENANT may issue permits for events whereby a portion of the Premises are temporarily used by a permittee ("semi-exclusive special events") subject to the following conditions:

- A maximum of twelve (12) days may be dedicated for semi-exclusive, non-commercial special events in a calendar year.
- TENANT shall post a notice upon the Premises at least fourteen (14) days in advance of any such semi-exclusive, non-commercial special events that lists the event's date, time, permitted use and contacts for obtaining additional information.
- Private events are prohibited.

TENANT'S use of the Premises shall be compatible with and secondary to flood control operations in accordance with the terms herein.

DISTRICT and TENANT acknowledge that the improvements within the Premises pre-existing the Effective Date of this Lease were constructed by or on behalf of TENANT and are deemed to belong to TENANT and for which TENANT has permission to maintain within the Premises, consist of those improvements listed in **Exhibit C**, attached hereto and by this reference made a part hereof. Those pre-existing improvements and any other trade fixtures, utilities, equipment, buildings, improvements, landscaping or facilities, constructed or placed on or within the Premises by or on behalf of TENANT in accordance with the terms of this Lease shall hereinafter collectively be referred to as "**TENANT Improvements**."

TENANT agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, or to commit or permit to be committed any waste, including, but not limited to Hazardous Materials (defined in Section 18), within the Premises, nor shall TENANT engage in or authorize activities within or upon the Premises which are incompatible or interfere with DISTRICT'S flood control activities in, on or about the Premises. TENANT'S use of the Premises for any other purpose without DISTRICT'S prior written approval shall cause this Lease and all TENANT'S rights hereunder to immediately terminate upon written notice from Director, and without further action on the part of DISTRICT.

6. **TERM** (PMB2.1 N)

The term of this Lease shall be twenty (20) years, commencing on the Effective Date of this Lease. The term of this Lease may be extended by the mutual agreement of the Parties in writing.

7. **RELOCATION OR TERMINATION BY DISTRICT**

TENANT acknowledges that the Premises lie on, over or about a portion of an Impoundment Area and TENANT further acknowledges that the primary purpose of the Premises is for flood control purposes. Upon determination by the Director, in the exercise of his/her reasonable discretion, that the TENANT Improvements or uses interfere with DISTRICT's use of the Impound Area or impede a critically important public infrastructure project, TENANT shall, within one hundred eighty (180) days following receipt of written request, relocate or remove its Improvements pursuant to this Lease ("Notice to Relocate"). Every effort will be made by DISTRICT to allow continuance of lease.

DISTRICT shall, upon written request of the TENANT, have the Director or designee meet and confer with TENANT to determine whether the TENANT Improvements can remain in place or whether modifications to the TENANT Improvements may be made to avoid the need for relocation or removal. To the extent TENANT cannot mitigate interference with DISTRICT's operations to the reasonable satisfaction of the Director, the Director may terminate this Lease one hundred eighty (180) days from the date of the Notice to Relocate or as such relocation date may be extended.

8. **RENT** (N)

In consideration of the benefits to be received by the general public, the Premises are leased to TENANT on a rent-free basis.

9. **CONSTRUCTION AND MAINTENANCE** (PMES2.2N)

Should TENANT plan to conduct any construction, landscaping, maintenance or excavation activities or otherwise disturb the surface of the Premises TENANT agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all related plans, and obtain a permit through Orange County Property Permits ("CPP") department with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to commencement of any construction of the facilities in, on, under or about the Premises; and upon completion of any such construction, TENANT shall immediately notify Director in writing of such completion.

Director's approval of TENANT's construction, landscaping and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of TENANT's construction and/or maintenance plans. Director will rely on the

professional expertise of the Engineer of Record when approving TENANT's construction and/or maintenance plans. The Engineer of Record is defined as the licensed professional engineer who is in responsible charge for the preparation, signing, dating, sealing and issuing of the engineering documents supporting the TENANT's construction and/or maintenance plans.

Prior Director approval shall not be necessary in any emergency situation or in conducting routine maintenance activities, which do not involve disturbance of the surface area. However, TENANT shall notify Director within five (5) business days of commencing any emergency repair work and, if so required by Director, TENANT shall secure a permit through CPP for the purpose of documenting such emergency work.

Tenant acknowledges the Premises are within areas which may be designated as environmentally sensitive or in which cutting roots and other activities may require regulatory agency approval (e.g. approvals or permits from U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and California Regional Water Quality Control Board). TENANT shall obtain and remain in compliance with all regulations and laws pertaining to its activities under this LEASE and shall make every effort to ensure any cutting of roots or like activities, and any excavation shall be implemented in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by TENANT at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

TENANT shall, at no cost to DISTRICT, maintain in good repair and in safe condition all facilities constructed, used or placed within the Premises by or on behalf of TENANT pursuant to this Lease.

10. MECHANICS LIENS OR STOP-NOTICES (PMD4.1 S)

In addition to the responsibilities described in Section 20 (Indemnification) below, TENANT shall at all times indemnify, defend with counsel approved in writing by DISTRICT, and save DISTRICT and County harmless from all claims, losses, demands, damages, costs, expenses, or liabilities arising from mechanics liens or stop notices in connection with the use, construction, repair, alteration, or installation of structures, improvements, equipment, or facilities by TENANT over, across, within, upon, or under the Premises, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, TENANT shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Section 3143 or 3196 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should TENANT fail to accomplish one of the two actions above within fifteen (15) days after the file of such a lien or stop-notice, this Lease shall be in default and shall be subject to immediate termination. Such termination, however, shall not relieve TENANT from any of its obligations set forth in this Section.

11. "AS-BUILT" PLANS (PMD5.2 S)

Within 60 days following completion of any substantial improvement within the Premises, TENANT shall furnish Director a complete set of reproducible Mylars and two sets of prints of "As-Built" plans. TENANT shall also furnish the Director with all CAD data stored on compact disc ROM as "read only" files which shall be in one of the following software formats:

AutoCAD DXF format; Microsoft Windows based system.

Other (generic DXF format; Microsoft Windows based system.

All CAD files are also to be converted to Acrobat Reader (*.pdf format), which shall be included on CD ROM. No other formats are acceptable. Director reserves the right to reject CAD files delivered in any other formats not specified above.

12. CONSTRUCTION AND/OR ALTERATION BY DISTRICT (N)

Except in an emergency found to exist by the Director, if DISTRICT intends to disturb the surface or subsurface of the Premises, then Director shall give TENANT not less than thirty (30) calendar days' prior written notice specifying the date of such entry, the duration thereof, and the nature of the work to be performed by DISTRICT.

In the event DISTRICT finds it necessary to enter on and disturb the surface or subsurface of the Premises in order to maintain, repair, reconstruct, replace, improve or enlarge DISTRICT'S flood control facilities (e.g. the Yorba Linda Reservoir or Impoundment Area), DISTRICT'S only responsibility under this Lease shall be to backfill the affected portion of the Premises with compacted earth to the grade of the surrounding property following completion of DISTRICT's activity. DISTRICT shall have no responsibility or liability under this Lease for restoring improvements owned, constructed, placed or permitted by TENANT within, upon, under or above the Premises; including but not limited to the TENANT Improvements as defined in Section 13 below. DISTRICT shall endeavor to minimize any damage, disruption or extirpation of any improvements during such DISTRICT activities.

13. OWNERSHIP OF IMPROVEMENTS (PMD6.1 N)

All TENANT Improvements must, upon completion, be free and clear of all liens, claims, or liability for labor or materials and excepting trade fixtures shall, at DISTRICT's option, become the property of DISTRICT at the expiration or sooner termination of this Lease. DISTRICT retains the right to require TENANT, at TENANT'S cost, to remove any or all of TENANT

Improvements located within, upon, under, or above the Premises at the expiration or termination hereof. TENANT agrees that should DISTRICT require removal of said TENANT Improvements, TENANT shall: (i) remove the TENANT Improvements, including any underground obstructions, at TENANT'S cost within one hundred eighty (180) days of being notified by DISTRICT, (ii) leave the Premises in a level, safe, clean, sanitary and neat condition free of weeds and debris; (iii) remove any underground obstructions, (iv) leave any excavated area compacted to ninety percent (90%) compaction, and (v) replace any erosion control landscaping that may have been destroyed or removed as the result of any of the aforesaid activities.

14. UTILITIES (PME1.1 N)

TENANT shall construct, or cause to be constructed, all necessary utility facilities to be used by TENANT within the Premises in accordance with the terms of this Lease and shall be responsible for and pay, prior to the delinquency date, all charges for utilities used by TENANT on the Premises.

15. MAINTENANCE OBLIGATIONS OF TENANT (PME2.1 N)

TENANT agrees to maintain the Premises and all Improvements thereon in good order and repair, and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition to the satisfaction of Director, and in compliance with all applicable laws. TENANT shall keep all Improvements free from graffiti. TENANT further agrees to provide approved containers for trash and garbage and to keep the Premises free and clear of rubbish, litter and waste to prevent the accumulation of any refuse or waste materials which might constitute a fire hazard or a public or private nuisance.

TENANT shall initiate and maintain a program of proper manure management and shall provide for the daily collection of manure in and around the Premises. Manure shall be stored in covered containers. Containers utilized for manure storage shall be maintained as approved by the Director through the CPP process in a manner as to minimize flies, dust, particulate matter and odors. In no case shall manure be permitted to remain in any container on the Premises for a period exceeding seven (7) days.

TENANT shall designate in writing to Director a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order of the Premises.

Director shall have the right to enter upon and inspect the Premises anytime for cleanliness and safety. If TENANT fails to maintain or make repairs or replacements as required herein, Director shall notify TENANT in writing of said failure. Should TENANT fail to correct the situation within three days after receipt of written notice, Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by TENANT within 10 days of receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by

law. Failure of TENANT to properly maintain and repair the Premises shall constitute a material breach of the terms of this Lease, upon which the Director may immediately suspend or terminate this Lease.

16. INSURANCE (AML10.1 N)

TENANT agrees to purchase all required insurance at TENANT's expense and to deposit with the Director certificates of insurance, including all endorsements required herein, or valid evidence of self-insurance necessary to satisfy the DISTRICT that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the evidence, certificates and endorsements therefore on deposit with the DISTRICT during the entire term of this Lease.

TENANT agrees that TENANT shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Director. In no cases shall assurances by TENANT, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. TENANT also agrees that upon cancellation, termination, or expiration of TENANT's insurance, DISTRICT may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Director reinstates the Lease.

If TENANT fails to provide Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, DISTRICT and TENANT agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to TENANT, said material breach shall permit DISTRICT to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and TENANT's employees and agents, from entering the Premises until such time as Director is provided with adequate evidence of insurance required herein. TENANT further agrees to hold DISTRICT and County, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment, harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the DISTRICT's action.

TENANT may occupy the Premises only upon providing to DISTRICT the required insurance stated herein and maintain such insurance for the entire term of this Lease. DISTRICT reserves the right to terminate this Lease at any time TENANT's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. TENANT shall pay DISTRICT a fee of One Thousand Five Hundred Dollars (\$1,500) for processing the reinstatement of the Lease. TENANT shall provide to DISTRICT immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of TENANT pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for TENANT. TENANT shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the DISTRICT from the TENANT under this Lease. It is the obligation of the TENANT to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by TENANT through the entirety of this Lease and be available for inspection by a DISTRICT representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If TENANT has an SIR, TENANT, in addition to, and without limitation of, any other indemnity provision(s) in this Lease, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the DISTRICT harmless against any and all liability, claim, demand or suit resulting from TENANT's, its agents, employee's or subcontractor's performance of this Agreement, TENANT shall defend the DISTRICT at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) TENANT's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the TENANT's SIR provision shall be interpreted as though the TENANT was an insurer and the DISTRICT was the insured.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the TENANT shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit.	100% of the Replacement Cost Value and no coinsurance provision.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming DISTRICT and the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the TENANT's insurance is primary and any insurance or self-insurance maintained by DISTRICT or the County of

Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against DISTRICT and the County of Orange, its elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***

All insurance policies required by this lease shall waive all rights of subrogation against DISTRICT and the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects DISTRICT's or the County's financial interest when applicable.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the DISTRICT address provided in Clause 21 (NOTICES) below or to an address provided by Director. TENANT has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

DISTRICT expressly retains the right to require TENANT to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect DISTRICT.

Director shall notify TENANT in writing of changes in the insurance requirements. If TENANT does not deposit copies of acceptable certificates of insurance and endorsements with the Director incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to TENANT, and DISTRICT 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 indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

17. ASSIGNING, SUBLETTING, AND ENCUMBERING PROHIBITED (PME7.3S)

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease, sublease amendment, or assignment (hereinafter in this clause referred to collectively as "**Encumbrance**") of TENANT's interest in the Premises, or any part or portion thereof, is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this Lease.

18. HAZARDOUS MATERIALS (PMF9.1 S)

A. Definition of Hazardous Materials. For purposes of this Lease, the term "**Hazardous Material**" or "Hazardous Materials" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, DISTRICT, acting in its governmental capacity, the State of California, or the United States government.

B. Use of Hazardous Materials. TENANT or TENANT'S employees, agents, independent contractors or invitees (collectively "**TENANT Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, over, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, TENANT may, subject to Director's prior written permission, keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.

C. TENANT Obligations. If the presence of any Hazardous Materials on, under, over, or about the Premises caused or permitted by TENANT or by any of the TENANT Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, TENANT shall immediately notify the Director of said damages, and/or contamination and/or injuries, and TENANT, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises and/or any real or personal property wherever situated to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury, damage or contamination. Without limiting any other rights or remedies of DISTRICT under this Lease, TENANT shall pay the cost of any cleanup or remedial work performed in, on, under, over or about the Premises or any real or personal property wherever situated as required by this Lease or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by TENANT or any of the TENANT Parties. Notwithstanding the foregoing, TENANT shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials in, on, under, over, or about the Premises caused or permitted by TENANT or any of the TENANT Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of DISTRICT. All work performed or caused to be performed by TENANT as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits, and other requirements for such work approved by the Director.

D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, TENANT hereby agrees to indemnify, hold harmless, protect and defend (with counsel approved in writing by DISTRICT) DISTRICT and County, their elected officials, officers, employees, agents, and independent contractors, the Premises, and any owner of real or personal property

wherever located, from and against any and all liabilities, losses, damages (including, but not limited to, damages for the loss or restriction of use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises, or any real or personal property wherever located), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorney fees, disbursements and court costs and all other professional or consultant expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Premises by TENANT or any of the TENANT Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

19. BEST MANAGEMENT PRACTICES (PMF11.2S)

TENANT and all TENANT Parties shall conduct operations and activities under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (**DAMP**) which includes a Local Implementation Plan (**LIP**) for each jurisdiction that contains Best Management Practices (**BMPs**) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as **Exhibit D** and by this reference made a part hereof. These BMP Fact

Sheets may be modified during the term of the Lease; and TENANT shall be responsible for the acquisition of any updated BMP Fact sheets in a timely manner. TENANT and TENANT Parties shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. TENANT agrees to maintain current copies of the BMP Fact Sheets in TENANT'S administrative offices throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

TENANT may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director through the CPP process for review and approval prior to implementation.

Director may enter the Premises and/or review TENANT'S records at any time to assure that activities conducted on the Premises comply with the requirements of this section. TENANT may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

20. HOLD HARMLESS (PMGE 10.2N)

TENANT acknowledges that the Premises may be subject to all hazards associated therewith including, but not limited, to noise, dust, inundation, erosion, settling, overflow and rapid and potentially dangerous increases in the volume of water due to the Premises location within the Impoundment Area. TENANT on behalf of itself, its assigns, and successors in interests agrees to assume all risks, financial or otherwise, associated therewith, including but not limited to, destruction of its improvements or facilities, and/or interruption in or restricted use of or access to the Premises whether temporary or permanent, due to flood conditions, storm runoff, dust, noise, or due to DISTRICT's use of or operations conducted in, on, over, or about the Premises..

TENANT hereby agrees to indemnify, defend (with counsel approved in writing by District), and hold harmless, District and the County, their respective elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the Premises, and/or TENANT's exercise of the rights under this Lease, except for liability arising out of the active or sole negligence of District, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If District and/or County is named as co-defendant in a lawsuit in connection with this Lease, TENANT shall notify District of such fact and shall represent the District and/or County in such legal action unless District undertakes to represent itself as co-defendant in such legal action, in which event, TENANT shall pay to District and County their litigation costs, expenses, and attorneys' fees. If judgment is entered against District and TENANT by a court of competent jurisdiction because of the concurrent active negligence of District and TENANT, District and TENANT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. A judgment or other judicial determination regarding

District's negligence shall not be a condition precedent to TENANT's obligations stated in this Section.

TENANT acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.

TENANT, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

21. NOTICES (PMF10.1 N)

All notices, documents, correspondence, and communications concerning this Lease shall be addressed as set forth in this paragraph, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail, with postage prepaid. Any such mailing shall be deemed served or delivered forty-eight (48) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery, or by courier service such as FedEx and, so given, shall be deemed to have been given upon receipt.

To DISTRICT:

Orange County Flood Control District
c/o CEO/Real Estate Services
RE: Yorba Linda Equestrian Lease (E04D01-102)
P.O. Box 4048
Santa Ana, CA 92702-4048

To TENANT:

City of Yorba Linda
c/o Parks and Recreation
4845 Casa Loma Avenue
Yorba Linda, CA 92886

22. SURVIVAL OF TERMS, COVENANTS, AND CONDITIONS

The terms, covenants, and conditions set forth in Section 13 (Ownership of Improvements), Section 18 (Hazardous Materials), and Section 20 (Hold Harmless) shall survive the termination of this Lease.

23. GENERAL CONDITIONS

This Lease includes the General Conditions, attached hereto as **Exhibit E** and by this reference made a part hereof.

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Yorba Linda Reservoir
E04D01-102

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: Michael A. Hawk 8/29/18
Deputy

DISTRICT

ORANGE COUNTY FLOOD CONTROL,
a body corporate and politic

By: _____
Chairman of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103,
Reso 79-1535

ATTEST:

Robin Stieler
Clerk of the Board of Supervisors
Orange County Flood Control District
Orange County, California


TENANT'S signature page follows.

APPROVED AS TO FORM:
City Attorney

By: 

TENANT

CITY OF YORBA LINDA,
a municipal corporation

By: 
Mark Pulone
City Manager

By: 
Marcia Brown, CMC
City Clerk

EXHIBIT A**LEGAL DESCRIPTION****YORBA LINDA RESERVOIR**

Facility No.: E04D01

Parcel No.: 102

That portion of Lot 5, Block 21 of the Yorba Linda Tract, in the City of Yorba Linda, County of Orange, State of California per the map of said tract filed in book 5, pages 17 and 18 of Miscellaneous Maps in the office of the County Recorder of said county, TOGETHER with that portion of the land described in the Grant Deed to Ralph C. Shook, et ux, recorded August 14, 1944 in book 1266, page 334 of Official Records in the office of said County Recorder, described as PARCEL NO: 102 in the Grant Deed to the Orange County Flood Control District, recorded December 14, 1972 in book 10469, page 990 of said Official Records and also described as follows:

Beginning at the most easterly corner of said PARCEL NO: 102; thence along the boundary of said parcel the following courses as shown on the Record of Survey filed in book 93, pages 26 and 27 of Records of Survey in the office of said County Recorder: 1) South 28°08'18" West, 207.30 feet, 2) South 89°18'20" West, 336.40 feet, 3) North 24°11'47" West, 27.26 feet, 4) North 81°23'04" West, 163.28 feet, 5) North 28°02'06" West, 142.38 feet, 6) North 49°07'45" East, 583.62 feet to the beginning of a non-tangent curve, concave northwesterly and having a radius of 160.00 feet, a radial line of said curve to said beginning bears South 04°59'25" East, 7) Northeasterly 72.14 feet along said curve through a central angle of 25°50'03", 8) North 59°10'32" East, 35.19 feet to the beginning of a tangent curve, concave southerly and having a radius of 55.00 feet, 9) Easterly 51.26 feet along said curve through a central angle of 53°24'00", 10) South 67°25'28" East, 50.61 feet, 11) South 12°23'17" West, 251.33 feet to the beginning of a curve, concave northeasterly and having a radius of 120.00 feet, 12) Southeasterly 154.39 feet along said curve through central angle of 73°43'00", and 13) South 61°19'43" East, 36.83 feet to the Point of Beginning.

Containing 5.465 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

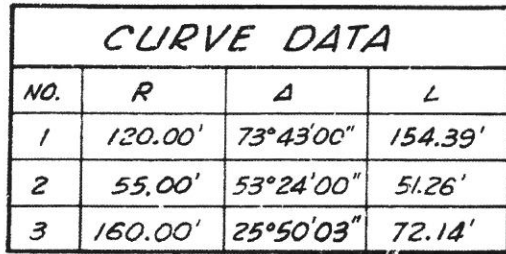
APPROVED

Kevin Hills, County Surveyor, L.S. 6617


By: Robert Jelinek, Deputy, L.S. 6803

Date: 12-15-16





PROJECT : YORBA LINDA RESERVOIR (E04D01-102) - EQUESTRIAN CENTER LEASE

SCALE : 1" = 100'

SHEET 1 OF Page 20 of 61

PREPARED BY:
SMH

EXHIBIT C

LIST OF TENANT IMPROVEMENTS

1. Restroom facility (Approximately 400 SF block/wood framed structure)
2. Asphalt paved parking lot and driveways
3. Four light posts
4. Two steel shipping containers
5. Vinyl, wood, and steel fencing
6. Hitching posts, rules signs, trough, and drinking fountain
7. Wood shade structure

EXHIBIT D

BMP Fact Sheets

One or more of the following BMP Facts Sheets may cover best management practices for activities that are not allowable uses under Section 5 (Use) of this Lease. The inclusion of such best management practices information is not be construed as permission to conduct such extraneous activities on the Premises.

IC-6 - Erodible Surface Areas

IC-7 – Landscape Maintenance

IC-15 – Parking Lot Maintenance

IC-21 – Waste Handling and Disposal

Equestrian BMP Manual

IC6. CONTAMINATED OR ERODIBLE SURFACES AREAS

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Protect contaminated or erodible surface areas from rainfall and wind dispersal.
- Protect materials from stormwater runoff and runoff.
- Conduct routine maintenance.

Stencil storm drains

Training

1. Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
2. Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. **Protect contaminated or erodible surface areas from rainfall and wind dispersal through one or more of the following:**
 - Preserve natural vegetation.
 - Re-plant or landscaping bare ground surfaces.
 - Use chemical stabilization or geosynthetics to stabilize bare ground surfaces.
 - Remove contaminated soils.
 - Cover materials with a fixed roof or a temporary waterproof covering made of polyethylene, polypropylene or hypalon. Keep covers in place at all times when work is not occurring. If areas are so large that they cannot feasibly be covered and contained, implement erosion control practices at the perimeter of the area and at any catch basins to prevent dispersion of the stockpiled material.
2. **Protect materials from stormwater runoff and runoff.** Construct a berm around the perimeter of the area to prevent the runoff of uncontaminated stormwater from adjacent areas as well as runoff of stormwater from the material.

¹ EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

3. **Minimize pooling of water.** Paved areas should be sloped in a manner that minimizes the pooling of water in the area. A minimum slope of 1.5 percent is recommended.
4. **Conduct routine maintenance.** Sweep paved areas regularly to collect loose materials.
 - **DO NOT** hose down area to a storm drain or conveyance ditch.
 - Properly dispose of waste materials.

Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees on proper spill containment and cleanup.**
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
4. **Use a training log or similar method to document training.**

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:

County of Orange/ OC Watersheds

Main: (714) 955-0600

24 hr Water Pollution Hotline: 1-877-89-SPILL

or visit our website at www.ocwatersheds.com

IC7. LANDSCAPE MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	
Organics & Toxicants	
Pesticides	x
Oxygen Demanding	x

MINIMUM BEST MANAGEMENT PRACTICES Pollution Prevention/Good Housekeeping

- Properly store and dispose of gardening wastes.
- Use mulch or other erosion control measures on exposed soils.
- Properly manage irrigation and runoff.
- Properly store and dispose of chemicals.
- Properly manage pesticide and herbicide use.
- Properly manage fertilizer use.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Take steps to reduce landscape maintenance requirements.

- Where feasible, retain and/or plant native vegetation with features that are determined to be beneficial. Native vegetation usually requires less maintenance than planting new vegetation.
- When planting or replanting consider using low water use flowers, trees, shrubs, and groundcovers.
- Consider alternative landscaping techniques such as naturescaping and xeriscaping.

2. Properly store and dispose of gardening wastes.

- Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting.
- Do not dispose of gardening wastes in streets, waterways, or storm drainage systems.
- Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover.

3. Use mulch or other erosion control measures on exposed soils.

¹ EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

4. Properly manage irrigation and runoff.

- Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded.
- Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring.
- If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- If bailing of muddy water is required (e.g. when repairing a water line leak), do not put it in the storm drain; pour over landscaped areas.
- Use automatic timers to minimize runoff.
- Use popup sprinkler heads in areas with a lot of activity or where pipes may be broken. Consider the use of mechanisms that reduce water flow to broken sprinkler heads.

5. Properly store and dispose of chemicals.

- Implement storage requirements for pesticide products with guidance from the local fire department and/or County Agricultural Commissioner.
- Provide secondary containment for chemical storage.
- Dispose of empty containers according to the instructions on the container label.
- Triple rinse containers and use rinse water as product.

6. Properly manage pesticide and herbicide use.

- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and herbicides and training of applicators and pest control advisors.
- Follow manufacturers' recommendations and label directions.
- Use pesticides only if there is an actual pest problem (not on a regular preventative schedule). When applicable use less toxic pesticides that will do the job. Avoid use of copper-based pesticides if possible. Use the minimum amount of chemicals needed for the job.
- Do not apply pesticides if rain is expected or if wind speeds are above 5 mph.
- Do not mix or prepare pesticides for application near storm drains. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest.
- Whenever possible, use mechanical methods of vegetation removal rather than applying herbicides. Use hand weeding where practical.
- Do not apply any chemicals directly to surface waters, unless the application is approved and permitted by the state. Do not spray pesticides within 100 feet of open waters.
- Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques.
- When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion.
- Purchase only the amount of pesticide that you can reasonably use in a given time period.
- Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce herbicide use and watering.

7. Properly manage fertilizer use.

- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers.
- Follow manufacturers' recommendations and label directions.
- Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application.
- Periodically test soils for determining proper fertilizer use.
- Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.
- Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.
- Use slow release fertilizers whenever possible to minimize leaching

8. Incorporate the following integrated pest management techniques where appropriate:

- Mulching can be used to prevent weeds where turf is absent.
- Remove insects by hand and place in soapy water or vegetable oil. Alternatively, remove insects with water or vacuum them off the plants.
- Use species-specific traps (e.g. pheromone-based traps or colored sticky cards).
- Sprinkle the ground surface with abrasive diatomaceous earth to prevent infestations by soft-bodied insects and slugs. Slugs also can be trapped in small cups filled with beer that are set in the ground so the slugs can get in easily.
- In cases where microscopic parasites, such as bacteria and fungi, are causing damage to plants, the affected plant material can be removed and disposed of (pruning equipment should be disinfected with bleach to prevent spreading the disease organism).
- Small mammals and birds can be excluded using fences, netting, and tree trunk guards.
- Promote beneficial organisms, such as bats, birds, green lacewings, ladybugs, praying mantis, ground beetles, parasitic nematodes, trichogramma wasps, seedhead weevils, and spiders that prey on detrimental pest species.

Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Educate and train employees on the use of pesticides and pesticide application techniques. Only employees properly trained to use pesticides can apply them.**
3. **Train and encourage employees to use integrated pest management techniques.**
4. **Train employees on proper spill containment and cleanup.**
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
5. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
6. **Use a training log or similar method to document training.**

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

Water Quality Handbook for Nurseries. Oklahoma Cooperative Extension Service. Division of Agricultural Sciences and Natural Resources. Oklahoma State University. E-951. September 1999.

For additional information contact:

County of Orange/ OC Watersheds

Main: (714) 955-0600

24 hr Water Pollution Hotline: 1-877-89-SPILL

or visit our website at www.ocwatersheds.com

IC15. PARKING AND STORAGE AREA MAINTENANCE

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Conduct regular cleaning.
- Properly collect and dispose of wash water.
- Keep the parking and storage areas clean and orderly.
- Use absorbent materials and properly dispose of them when cleaning heavy oily deposits.
- When conducting surface repair work cover materials and clean paintbrushes and tools appropriately.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

1. Conduct regular cleaning.

- Sweeping or vacuuming the parking facility is encouraged over other methods.
- Sweep all parking lots at least once before the onset of the wet season.
- Establish frequency of sweeping based on usage and field observations of waste accumulation.

2. Properly collect and dispose of wash water.

- Block the storm drain or contain runoff.
- Wash water should be collected and pumped to the sanitary sewer or discharged to a pervious surface, do not allow wash water to enter storm drains. Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
- Dispose of parking lot sweeping debris and dirt at a landfill.

3. Consider use of source treatment BMPs to treat runoff.

- Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices.
- Utilize sand filters or oleophilic collectors for oily waste in low quantities.

¹ EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

4. **Keep the parking and storage areas clean and orderly.**
 - Clean out and cover litter receptacles frequently to prevent spillage.
 - Remove debris in a timely fashion.

OPTIONAL:

 - Post “No Littering” signs.
5. **When cleaning heavy oily deposits:**
 - If possible, clean oily spots with absorbent materials.
 - Do not allow discharges to the storm drain.
 - Appropriately dispose of spilled materials and absorbents.
6. **When conducting surface repair work:**
 - Pre-heat, transfer or load hot bituminous material away from storm drain inlets.
 - Conduct surface repair work during dry weather to prevent contamination from contacting stormwater runoff.
 - Cover and seal nearby storm drain inlets (with waterproof material or mesh) and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and clean any debris for proper disposal.
 - To avoid runoff, use only as much water as necessary for dust control.
 - Use drip pans or absorbent material to catch drips from paving equipment that is not in use. Dispose of collected material and absorbents properly.
7. **Conduct inspections on a regular basis.**
 - Designate personnel to conduct inspections of the parking facilities and stormwater conveyance systems associated with them.
 - Inspect cleaning equipment/sweepers for leaks on a regular basis.
8. **Keep accurate maintenance logs to evaluate materials removed/stored and improvements made.**
9. **Arrange rooftop drains to prevent drainage directly onto paved surfaces.**

Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees on proper spill containment and cleanup.**
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. **Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.**
4. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
5. **Use a training log or similar method to document training.**

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read “No Dumping Drains to Ocean”.

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. King County Surface Water Management. July 1995. On-line: <http://dnr.metrokc.gov/wlr/dss/spcm.htm>

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

For additional information contact:**County of Orange/ OC Watersheds**

Main: (714) 955-0600

24 hr Water Pollution Hotline: 1-877-89-SPILL

or visit our website at www.ocwatersheds.com

IC21. WASTE HANDLING AND DISPOSAL

Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner¹. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

MINIMUM BEST MANAGEMENT PRACTICES

Pollution Prevention/Good Housekeeping

- Prevent waste materials from coming in direct contact with wind or rain.
- Keep waste collection areas clean.
- Secure solid waste containers when not in use.
- Regularly inspect, repair, and/or replace waste containers.
- Use all of a product before disposing of the container.
- Label and store hazardous wastes according to hazardous waste regulations.

Stencil storm drains

Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

- 1. Prevent waste materials from coming in direct contact with wind or rain.**
 - Cover the waste management area with a permanent roof.
 - If this is not feasible, cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene, or hypalon.
 - Cover dumpsters to prevent rain from washing out waste materials.
- 2. Design waste handling and disposal area to prevent stormwater runoff.**
 - Enclose the waste handling and disposal area or build a berm around it.
 - Position roof downspouts to direct stormwater away from waste handling and disposal area.
- 3. Design waste handling and disposal area to contain spills.**
 - Place dumpsters or other waste receptacles on an impervious surface.
 - Construct a berm around the area to contain spills.
 - Install drains connected to the public sewer or the facility's process wastewater system within these contained areas. **DO NOT** discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required.

¹ EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

4. **Keep waste collection areas clean.**
 - When cleaning around waste handling and disposal areas use dry methods when possible (e.g. sweeping, use of absorbents).
 - If water must be used, collect water and discharge to the sewer if permitted to do so. **DO NOT** discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required. If discharge to the sanitary sewer is not allowed, pump water to a tank and dispose of properly.
 - Post "No Littering" signs.
5. **Secure solid waste containers when not in use.**
6. **Regularly inspect, repair, and/or replace waste containers.**
7. **Do not fill waste containers with washout water or any other liquid.**
8. **Use all of a product before disposing of the container.**
9. **Segregate wastes by type and label and date wastes.**
 - Do not mix wastes; this can cause chemical reactions, make recycling impossible, and complicate disposal.
 - Ensure that only appropriate solid wastes are added to solid waste containers.
 - Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc. may not be disposed of in solid waste containers.
10. **Label and store hazardous wastes according to hazardous waste regulations.**
 - Consult your local hazardous waste agency or Fire Department for details.
 - Obtain a hazardous waste generator license or permit if necessary.
12. **Minimize waste.**
 - Recycle materials whenever possible.
 - Modify processes or equipment to increase efficiency.
 - Identify and promote use of non-hazardous alternatives.
 - Reduction in the amount of waste generated can be accomplished using many different types of source controls such as:
 - Production planning and sequencing
 - Process or equipment modification
 - Raw material substitution or elimination
 - Loss prevention and housekeeping
 - Waste segregation and separation
 - Close loop recycling
 - Establish a material tracking system to increase awareness about material usage. This may reduce spills and minimize contamination, thus reducing the amount of waste produced.

Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees in proper waste handling and disposal.**
3. **Train employees on proper spill containment and cleanup.**
 - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
 - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
 - Fact sheet IC17 discusses Spill Prevention and Control in detail.

4. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
5. Use a training log or similar method to document training.

Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.
www.cabmphandbooks.com

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

For additional information contact:

County of Orange/ OC Watersheds

Main: (714) 955-0600

24 hr Water Pollution Hotline: 1-877-89-SPILL

or visit our website at www.ocwatersheds.com

Equestrian-Related Water Quality Best Management Practices



**A Cooperative Effort among Private and Public Entities
in
Orange and San Diego Counties, California
in response to NPDES permits issued by the
Santa Ana and San Diego
Regional Water Quality Control Boards**

It is the hope of the Task Force that the equestrian community will embrace and implement the BMPs contained within this document as reasonable requests to help curtail pollution into local water bodies including San Diego and Orange County creeks, bays, and the Pacific Ocean.

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Acknowledgments

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Portions of the glossary located at the back of this document were reprinted from *Horse Keeping: A Guide to Land Management for Clean Water* with permission from the Council of Bay Area Resource Conservation Districts.

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Regulatory Background

The 1972 Federal Water Pollution Control Act, subsequently known as the Clean Water Act (CWA), established the National Pollutant Discharge Elimination System (NPDES) Program. Throughout the State of California, the State Water Resources Control Board (SWRCB) is the designated agency responsible for the implementation of the Federal Clean Water Act requirements. Implementation is done locally, through permits issued to California counties by the nine (9) Regional Water Quality Control Boards working for the SWRCB. In certain circumstances, the Regional Boards issue special permits to individual facilities. Orange and San Diego Counties are governed by the Santa Ana and San Diego Regional Boards, which have issued NPDES Permits to the County of Orange and the County of San Diego as the “Principle Permittees” in charge of implementing the provisions of the Clean Water Act and the NPDES Permits (“Permits”). The Permits are reviewed annually and updated every five years. For Orange County, the Permits were extensively revised in early 2002, directing the County of Orange, the incorporated cities, and the Orange County Flood Control District (collectively known as the “Permittees”) to examine how pollution from runoff is handled, mitigate the sources of pollution and require substantial fines and legal action for non-compliance.

The Permittees, in their commitment to maintain a clean environment, developed Storm Water Local Implementation Plans (LIPs) (also known as Jurisdictional Urban Runoff Management Plans (JURMPs) in the San Diego Region), which were then submitted to the Regional Boards in 2003. The Local Implementation Plans regulate runoff from all properties in the Permittees respective jurisdictions. The LIPs also contain a list of actions that may be implemented to help reduce or eliminate pollution from specific activities. These activities are referred to as Best Management Practices or BMPs.

The Regional Boards, as part of their duties under the Federal Clean Water Act, are also responsible for identifying “pollutants of concern,” which are those pollutants that cause water bodies to be impaired for identified beneficial uses (“impaired water bodies”). For example, the Santa Ana Regional Board has determined the pollutants of concern for the Newport Bay Watershed in Orange County, California, are fecal coliform (a type of bacteria), sediment, toxics, and nutrients because these pollutants have impaired the use of Newport Bay for identified beneficial uses such as water contact recreation (REC-1), shellfish harvesting (SHELL), and others. For San Diego and Orange Counties, many beaches and lower reaches of creeks have been identified as impaired water bodies with fecal coliform and sediment most commonly listed as the pollutants of concern. The Regional Boards have listed fecal coliform as a pollutant of concern because it is an indicator of potential viruses and pathogens that cause swimmer-associated sickness in water bodies. Therefore, the Permittees have been charged with finding and reducing the amount of fecal coliform and sediment coming from land uses within their jurisdictions in an effort to curtail the impact of human activities on beaches, creeks, and the Pacific Ocean. (For more information on equestrian-related pollutants, please see the next section, “How Can Horse Waste and Equestrian Activities Impair Water Quality?”)

During the process of writing the LIPs, the Permittees worked together to identify water quality related BMPs for activities that might take place within each Permittee's jurisdiction. Among the pollutants of concern the Permittees worked to address were bacteria and sediments as well as other pollutants such as petroleum hydrocarbons, chemicals, nutrients, and other materials that might affect the quality of water bodies. As a result, the Permittees came up with categories of activities and identified the specific BMPs that could be used within each of those categories to curtail the quantity of the pollutants in the impaired water bodies. During the process, the Permittees identified a lack of applicable BMPs that could apply to the equestrian community. Unfortunately, Orange County does not have its own Resource Conservation District, so in an effort to identify appropriate equestrian BMPs for Orange County, some South Orange County cities decided to start the process of researching BMPs by referencing already available documents from other Resource Conservation Districts such as *Stable and Horse Management in the Santa Monica Mountains*, prepared by the Resource Conservation District of the Santa Monica Mountains, *Backyard Ranches: A Horse Management Program for San Diego County*, prepared by the San Diego County Association of Resource Conservation Districts, and *Horse Keeping: A Guide to Land Management for Clean Water*, prepared by the Council of Bay Area Resource Conservation Districts.

In July 2003, the San Diego Regional Water Quality Control Board required the South Orange County Permittees to identify minimum required BMPs when they issued a directive to: "clearly identify which Best Management Practices (BMPs) are the minimum that will be required and how the City will require the specific BMPs for...existing development in accordance with Permit Sections F.2 and F.3." In response to this directive, the same South Orange County cities who had been researching appropriate BMPs for the equestrian community decided to form a Horses and Water Quality Task Force to gain input from the public and formulate a series of minimum BMPs that were agreeable to all parties involved. It was decided early on to recruit members from neighboring counties including San Diego County cities and agencies in the hope of expanding the base of knowledge of the Task Force and to share in the fruits of the labors of the Task Force. The first meeting of the Task Force was held in August 2003 at the San Juan Capistrano Community Center with Ziad Mazboudi from the City of San Juan Capistrano serving as the Chair of the Task Force. The Task Force finished their work in April 2004, and this document is the fruition of the efforts of those people listed in the Acknowledgments section of this document.

It is the hope of the Task Force that the equestrian community will embrace and implement the BMPs contained within this document as reasonable requests to help curtail pollution into local water bodies including San Diego and Orange County creeks, bays, and the Pacific Ocean.

How Do Horse Waste and Equestrian Activities Impair Water Quality?

Although horse wastes (manure, urine and soiled bedding) are organic, biodegradable materials, many of their physical, biological and chemical properties (such as sediment, phosphorous, nutrients, and bacteria) can be detrimental to water quality and can adversely affect human health and aquatic life in water bodies. Many of the nutrients ingested by horses return to the environment in feces and urine. When carried by runoff to streams and lakes, excessive amounts of these same nutrients can stimulate unwanted algae blooms in creeks and streams, causing a decrease in dissolved oxygen in water, which stifles aquatic life.¹

Some activities, such as heavy grazing or pasture use, remove the soil's vegetative cover and can expose the soil surface. Exposed soil is easily transported by runoff to streams and creeks, and excessive sediment can fill pools, smother aquatic habitats, and cover food supplies.¹

Bacteria, such as fecal coliform, are present in horse manure. As previously discussed, the Regional Boards have listed fecal coliform as a pollutant of concern because it is an indicator of potential viruses and pathogens that cause swimmer-associated sickness in water bodies.

Chemicals used during horse grooming and shelter/living area maintenance may cause adverse health effects to humans and are toxic to aquatic life.

¹Paraphrased from *Horse Owners Guide to Water Quality Protection* published by the Council of Bay Area Resource Conservation Districts

Expectations from the Equestrian Community

The Permittees have been charged with the challenging task by the Regional Boards of preventing pollutants to the maximum extent practicable from reaching local water bodies. In response to this challenge, the Permittees worked with equestrian community representatives, the environmental community and the public to develop BMPs that may be implemented while not inhibiting the public's ability to conduct business, curtail recreational use of horses or the enjoyment of land uses. Therefore, the Permittees expect that the equestrian community will implement the suggested minimum BMPs to the maximum extent practicable taking into consideration time, monetary, and other direct and indirect costs associated with improving water quality. Many of the suggested BMPs require little or no monetary expenditures, such as following the directions on horse grooming products to prevent chemicals from reaching waterways, while others will require monetary expenditures, such as drainage control improvements. The Permittees recognize that existing facilities, which have been operating for many years, will require a longer period of time to implement some of the suggested BMPs that require monetary expenditures, compared to newly proposed equestrian facilities that are expected to incorporate necessary and appropriate BMPs into the designs of their facilities.

Therefore, in recognition of the fundamental difference between existing and proposed equestrian facilities in their abilities to implement BMPs to the maximum extent practicable, the Permittees suggest two different paths for evaluating BMPs to be implemented at existing versus newly proposed facilities.

For existing facilities, such as commercial stables, residential properties with a stable, or individuals owning horses on residential properties, owners should perform the following tasks in order to analyze what BMPs should be implemented.

Task 1: Inventory and map your resources. Draw a map of the site and note natural water features (including drainage flow characteristics), property improvements (e.g. corral fences, wash areas, buildings associated with care and stabling, access roads, etc.), vegetation, slopes, bare areas, and other characteristics that affect water drainage and water quality.

Task 2: Identify, assess, and prioritize potential problem areas. Take a walk around the facility, preferably during or immediately after a heavy rainfall. Use the site map developed and take notes. For example, draw arrows on the site map to show runoff and drainage patterns. Assess situations and prioritize areas in need of attention like manure storage problems such as rain water coming into contact with stockpiled manure and washing downhill into streams or creeks. Prioritize the areas needing attention. Those areas or activities that are directly contributing to pollution must receive the highest priority. As a guidance, the BMPs within this document highlight situations of concern to the Permittees.

Task 3: Develop solutions. Use the BMPs within this document to address problem areas and activities.

Task 4: Schedule and properly install BMPs. Write down a work plan and stick to it. Document current and past practices that help to curtail pollution into creeks and streams.

Task 5: Maintain BMPs. A mismanaged or unmaintained BMP will not work.

Existing facility owners are encouraged to develop a Water Quality Management Plan as a mechanism by which to document to the local jurisdiction that the facility is progressing toward compliance with the applicable local NPDES Program.

For proposed facilities, owners must develop a Water Quality Management Plan (WQMP) for review and approval by the governing Permittee. A WQMP should describe commitments to installation and maintenance of site design, source control and treatment control BMPs listed below that can be readily incorporated for use on the project or other BMPs, which have been demonstrated to work equally well. The WQMP should also reflect language that the above tasks were completed and information from the tasks was taken into account in the WQMP.

For additional information or assistance, contact your City or County NPDES Coordinator.

Runoff Best Management Practices

The goal of runoff management is to prevent the transport of pollutants into receiving waters to the maximum extent practicable by separating “clean water” from “contaminated water” and reducing erosion caused by runoff. Below is a list of examples that could be used to reach these objectives, whenever practical or feasible. Some of these BMPs are more applicable to existing facilities, while others are applicable to new facilities. If a stable operator (commercial or residential) chooses to use other techniques or methods, he/she is required to demonstrate the efficacy of the alternative technique or method to the local jurisdiction in charge of the storm water program.

A. Roof Runoff Related BMPs

Direct roof runoff away from high-use, bare, un-vegetated and manure storage areas. This could include the use of gutters and downspouts, subsurface drains to collect water and divert from buildings, or any other available technology.

B. Facility Runoff Related BMPs

Runoff from areas containing manure, bedding, or feed debris represents the most significant source of pollutants from equestrian facilities. Preventative measures could include some of the below listed examples. Generally these serve to prevent and minimize the runoff that comes into contact with manure, bedding, or feed debris being carried off the facility and into a storm drain.

1. Separate barnyards, paddocks, and manure storage areas from any waterways with buffer strips of vegetation to filter sediments and absorb nutrients in runoff.
2. Divert surface runoff around areas with pollutants by constructing berms, ditches, underground pipelines or other methods.
3. Locate NEW buildings and confinement areas away from creeks, steep slopes, and floodplains. Check with the local jurisdiction regarding zoning or flood plain issues.
4. Maintain vegetation and replant bare areas to reduce erosion.
5. Control potential runoff from water troughs with automatic waterers or other means.
6. Improve infiltration and drainage, in and around arenas, paddocks, turnouts and service roads by using base rock and sand or other appropriate measures.
7. If water basins and waste ponds are used, water should not remain for more than 72 hours because of the likelihood of attracting mosquitoes that may carry the West Nile Virus or other diseases.

The additional benefits of runoff management for water quality include a drier barnyard, a healthier horse environment, and better working conditions.

Erosion Control-Related Best Management Practices

When considering drainage or slope stabilization BMPs, facility operator should seek professional assistance.

A. Horse-Specific Related BMPs

1. Restrict horse access and human activities at horse facilities in wetlands, creeks, creek banks, meadows, and steep hillsides.
2. Keep areas well vegetated and restore bare areas with vegetation.
3. Manage pastures to prevent heavy grazing such as rotating the use of pastures to allow grasses to regrow.
4. Maintain a strip of vegetation downslope of bare areas such as paddocks and turnouts to help trap sediment.

B. Site Drainage Related BMPs

1. Maintain culverts and ditches. Control upslope erosion sources to prevent sediment from filling culverts. Use measures such as fiber rolls to capture sediments upstream of culverts and maintain regularly. Vegetate whenever possible.
2. Keep ditches vegetated with grass to help maintain stability and capture sediments. Longitudinal slopes should not exceed 2.5%. Regularly maintain ditches by clearing sediments and debris. For chronic sediment problems, address the erosion source.
3. Keep inlets clear. Remove debris before the rainy season (October 15 to April 14 each year) and check during and after storms.
4. Properly construct and maintain roads, trails, and parking lots in accordance with local construction requirements. Maintain road and trail surfaces.
5. Regrade roads to smooth the surface and prevent rills from expanding.
6. During construction install and maintain silt fences or straw bale sediment barriers to trap sediment.

C. Slope Stabilization Related BMPs

1. Watch for accelerated erosion on steep slopes, pastures, gullies, and intensively used horse areas.
2. Stabilize slopes with vegetation or other applicable erosion control measures, such as erosion control blankets. Do not plant any invasive species. You may be able to obtain a list of invasive plant species from your local fire department, or your City or County Hazard Reduction Program coordinator.

Bacteria / Nutrient Transportation Prevention Best Management Practices

A. Manure Management

1. Remove manure regularly, daily is best, or keep manure under cover such that runoff does not come into contact with manure stockpiles.
 - a. Stalls, corrals and wash areas should be cleaned and manure removed on a daily basis.
 - b. Paddocks shall be cleaned according to the following schedules:
 - i. During the summer dry season (April 15 to October 14 each year): paddocks shall be cleaned at least once every week.
 - ii. During the winter rainy season (October 15 to April 14 each year): paddocks shall be cleaned at least twice every week.
2. Provide temporary storage for manure that cannot be disposed of daily – about 15 cubic feet of storage per horse per week. Manure shall not be stored for more than a week on site. See #7 below for composting information.
3. Grade the area surrounding the manure storage area to prevent surface water from reaching the storage area.
4. Store horse waste on an impervious surface (a concrete pad or plastic tarp) and under cover (a roof or tarp) during rains to prevent leaching or runoff of pollutants.
5. Locate manure storage areas away from waterways so that floods or runoff will not wash away waste.
6. Do not dump horse waste on the edge of, or directly into waterways.
7. Consider composting if conditions are suitable. Composting might require permits from various agencies, so ensure to check for local requirements. One of the best manure management practices is to compost manure, although the practice requires space, good setup and operation to have good results. For more information, visit the US Composting Council website <http://compostingcouncil.org> or other available resources to determine if composting is a good solution for your stable.

B. Building & Site Design

1. Site layout should ensure that structures are placed where adverse effects are minimized and the natural topography, drainage patterns and vegetation remain undisturbed.
2. If no pastures are on site, filter strips should be used to separate riding rings and manure collection from waterways.
3. Set buildings, covered areas, high-use arenas, horse wash racks, manure storage areas, roads, and trails back away from waterways.
4. It is recommended to place gravel below the sand in corrals to percolate wastes and extra water. If bedding is used in corrals, cleaning it up regularly will help prevent it from being collected in rainwater or surface runoff.
5. It is recommended that paddocks have gravel or sand bottom for percolation of water and pollutants, and not be built in areas with a greater than 10% slope.

6. Keep paddocks and corrals as dry as possible during the winter rainy season.

Prior to building and site design, contact your local agency for setback requirements from property lines and other restrictions.

C. Wash Rack Design

1. Do not allow water from horse wash areas to flow into storm drains, creeks, ponds or seasonal drainages.
2. Connect wash racks to the sanitary sewer system, if permitted and possible. Infiltration of wash rack water, if possible, is an acceptable means of disposal. Verify that soil conditions do allow percolation prior to construction.
3. Elevate the wash area from the surrounding ground.
4. Wash water should drain away from the area to a filter strip or other vegetated area. Check to make sure wash water does not cause drainage problems on neighboring properties.
5. Use a shut-off nozzle or low-flow nozzle at the end of the hose.
6. Use horse grooming and health products properly. Follow instructions and use recommended amounts, and clean up spills. Even biodegradable horse grooming and health care products can have a negative effect on water quality.
7. Use plain water to rinse horses - avoid using soap as much as possible.

General Housekeeping Best Management Practices**A. Integrated Pest Management (IPM) BMPs for Horse Facilities and Surrounding Landscape**

Integrated Pest Management is an ecologically based pest control strategy that focuses on long-term prevention and control of pests and their damage. A combination of techniques are used such as inspecting and identifying the pest, learning the pest and host life cycles and biology, removing or reducing the pest habitat when possible, using natural enemies, using resistant plant varieties, using mechanical control for weed removal, monitoring frequently, establishing a threshold for damage, choosing the control tactic and then evaluating the results. Pesticides can be used in an IPM system, but should only be used when all other factors in an IPM strategy are met. Some pesticides are designed to be toxic only to the target pest and will not harm desirable insects.

1. Stabilize bare slopes, use native vegetation whenever possible because native vegetation doesn't require fertilizer.
2. Use IPM techniques to reduce the amount of chemicals, pesticides, fertilizers and herbicides placed on landscaping that may wash away.

Additional information can be found on the University of California, Davis web site at www.ipm.ucdavis.edu

B. Trash / Debris

1. Collect and dispose of trash and debris.
2. Do not allow trash or debris to enter creeks, seasonal streams, storm drains, or ponds.

C. Chemicals

1. Follow directions for all chemical applications.
2. Dispose of unused chemicals at a household hazardous waste (HHW) facility. Call your local jurisdiction for the location of your nearest HHW facility.

Trails and Access to Waterbodies Best Management Practices

- A. Access to Waterbodies
 1. Restrict horse access and human activities in wetlands, creeks, creek banks, meadows, and steep hillsides, if possible.
 2. Provide bridges over waterbodies, if practical.
 3. Designate access points to creeks by using a designated creek crossing point to reduce and control contaminants from entering the creek and to prevent bank erosion.
 4. Select a crossing location that will least impact stream banks and riparian vegetation.

- B. Trail Signage and Design
 1. Use designated trails for horse riding.
 2. The grade on any new trail should not exceed 10 percent and trails should be avoided at all costs on slopes steeper than 20 percent.
 3. If a trail must be built on a steep slope, the trail should switch back and forth down the slope. On steep grades, there is a greater chance that erosion will occur.
 4. Consider drainage patterns when building new trails. To reduce the potential erosion of the trail from rainwater and runoff, trails should be built so that water sheet flows across the trail. Trails parallel to the flow increases erosion of the trail, and the water will create deep treads in the trail that may render it unusable.
 5. Berms should be constructed as appropriate to direct storm water away from the trail.
 6. Whenever possible, provide a buffer area between trails and waterways.

Other Permits Issued by the Environmental Protection Agency and State Water Resources Control Board

In December 2002, the Environmental Protection Agency revised the Clean Water Act regulation for Concentrated Animal Feeding Operations, or CAFOs changing the thresholds at which a horse stable operation becomes a CAFO. CAFO designations are assigned ONLY by the Regional Boards and not by the Permittees. Consequently, the Regional Boards enforce CAFO regulations. The information presented herein is for information only to stable owners. The EPA updates its rules frequently; therefore, contact your Regional Board for the latest CAFO rules and for answers to any questions regarding CAFO regulations.

A horse stable operation can be classified a “Large CAFO,” a “Medium CAFO,” or a “Designated CAFO” if the following requirements are met:

- “Large CAFO”
 - It is an animal feeding operation; and
 - Has at least 500 horses.
- “Medium CAFO”
 - It is an animal feeding operation; and
 - Has at least 150 horses; and
 - Has a manmade ditch or pipe that carries manure or wastewater from your operation, or the horses come into contact with surface water running through the area where they’re confined.

Additionally, any size operation can be a “Designated CAFO” if the Regional Board inspects the operation and determines that it’s adding pollutants to surface waters.

The requirements for all horse CAFO Permits may include:

- Implementing a nutrient management plan;
- Submitting annual reports to the Regional Board;
- Keeping the permit current until the operation is closed and all manure is removed; and
- Keeping records of the nutrient management practices for at least five years.

Nutrient management plans for all horse CAFOs may include provisions for:

- Assuring adequate manure storage capacity;
- Proper handling of dead animals and chemicals;
- Diverting clean water from the production area;
- Keeping animals out of surface water;
- Using site specific conservation practices;
- Developing ways to test manure and soil;
- Assuring appropriate use of nutrients when spreading manure; and
- Keeping records of nutrient management practices.

Additional information can be found by accessing the EPA web site at www.epa.gov/npdes/caforule or the USDA web site at www.usda.gov

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9174 Sky Park Court, Suite 100
San Diego, Ca 92123-4340
(858) 467-2952
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www.ca.nrcs.usda.gov

Glossary

Best Management Practices or BMPs. Actions that may be implemented to help reduce or eliminate pollution for specific activities such as horse grooming.

Clean water. Rainfall that has not come into contact with a pollutant such as horse manure, or picked up pollutants.

Concentrated water. Water flow that has increased in volume and velocity due to either natural drainage or human-made diversion of drainage.

Contaminant. The impairment of water quality by waste to a degree that creates a hazard to public health through the spread of disease.

Corral. A fenced area that holds one horse.

Creek. A watercourse smaller than a river. Used in this guide to cover all sizes and types of fresh water bodies such as rivers and streams. May or may not have a year-round surface flow.

Erosion. The wearing away of land surface by wind or water. Occurs naturally from weather or runoff, but can be intensified or accelerated by human activity.

Facility. In this document, the areas used in caring for horses (i.e. barns, paddocks, turnouts, arenas, etc.) whether for a single residential backyard horse or a larger boarding operation.

Horse waste. Manure, urine, bedding material, and feed debris.

Impervious / impermeable surface. Any surface that cannot be easily penetrated by water, such as roofs, compacted soils, and paved areas.

Integrated Pest Management or IPM. An ecologically based pest control strategy that focuses on long-term prevention and control of pests and their damage.

Local Implementation Plan (LIP) or Jurisdictional Urban Runoff Management Plan (JURMP). A document written by an individual Permittee that specifies how the Permittee will comply with Regional Board Permits for water quality.

Manure. In this document, manure includes both the feces and urine from horses.

Non-point source pollution. The diffuse discharge of pollutants that can occur over an extensive area, such as a pasture, as opposed to point source pollution that can be pinpointed to a specific location, such as an outlet at a sewage treatment plant.

Nutrient. The portion of any element or compound that can be readily absorbed and assimilated to nourish plants; examples include nitrogen and phosphorus. Even in small amounts, these same nutrients can have a harmful effect on water quality. Horse manure can degrade water quality because it is rich in nutrients.

Paddock. A fenced area that holds multiple horses. These areas are typically bare because the area is heavily used.

Pasture. A large fenced area that is used for grazing. Usually this area has some grass cover because the number of horses contained within the area does not cause the grass to be trampled from heavy use.

Permittee. The local jurisdiction or district responsible for the implementation of Regional Board Permits or Orders. In Orange and San Diego Counties, these are the County of Orange, the County of San Diego, the Cities of Orange and San Diego Counties, and the flood control districts. In addition, individual facilities could be considered Permittees, based upon meeting a prescribed animal count threshold at a facility (e.g. CAFO permit).

Pollutant. The presence of a substance in such quantities that when it reaches a body of water, soil, or air, it is degrading in effect that it impairs their usefulness or renders them offensive.

Polluted water. Water that has become adversely affected physically, chemically, or biologically by chemicals and other additives, such as manure, sediment, bedding material, and feed debris.

Runoff. Water from rain or other sources (for example, from a hose or horse wash rack not connected to the sewer system) that do not infiltrate into the ground but runs over land surface and into creeks or the MS4.

Sediment. The soil material, both mineral and organic, that is suspended, is being transported, or has been moved from its site of origin by erosion and has come to rest on the land surface or at the bottom of creeks, ditches, or other areas.

Sanitary Sewer (or Sewer system): Carries water from indoor drains to wastewater treatment plants, typically carries sewage.

Storm Drain also known as Municipal Separate Storm Sewer System or MS4: The system that contains catch basins usually located at the edge of a street, which carries and releases untreated water from rain or other runoff sources into channels, rivers and ultimately the ocean.

Turnout. A high-use area where horses are “turned out” for exercise after being confined in stalls. Turnouts can be exercise lots, small paddocks, pens, or corrals. These areas are typically bare and not managed as pastures.

Water quality. Describes the chemical, biological, and physical characteristics of water. The quality of water can limit its specific use or ability to support various beneficial uses such as water supplies for municipalities, recreation, and fish and wildlife habitat.

Watershed. Total land area that drains into a particular creek, river system, or bay. It includes major and minor creeks, seasonal drainages, hillsides, and floodplains. The ridges that separate drainage between watersheds define watershed boundaries.

**GENERAL CONDITIONS
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GENERAL CONDITIONS (PMGE1.2-29.1)

1. TIME (PMGE1.2 S)

Time is of the essence of this Lease. Failure to comply with any time requirement of this Lease shall constitute a material breach of this Lease.

2. SIGNS (PMGE2.2 S)

Except for (1) City of Yorba Linda rules and regulations signs and (2) permanent City of Yorba Linda signs consistent with the City of Yorba Linda Municipal code, TENANT agrees not to construct, maintain, or allow any permanent signs, banners, flags, etc., upon the Premises except as approved by Director. TENANT further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises. Such signs are prohibited on DISTRICT property by Resolutions F60-23 and F60-65 of DISTRICT'S Board of Supervisors. Temporary, one-day, signs for special events may be authorized by City of Yorba Linda.

Unapproved signs, banners, flags, etc., may be removed by Director without prior notice to TENANT.

3. PERMITS AND LICENSES (PMGE3.2 S)

TENANT shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by DISTRICT, in its governmental capacity, shall affect or limit TENANT'S obligations hereunder, nor shall any approvals or consents given by DISTRICT, as a Party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

4. COMPLIANCE WITH REGULATORY AUTHORITIES (PMG6.2S)

TENANT shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Premises, which arise from TENANT'S use of or performance of any activities permitted to be conducted in, on, over, or across the Premises.

In addition, TENANT shall ensure that all construction within the Premises is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits, applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into DISTRICT'S flood control system.

5. LEASE ORGANIZATION (PMGE5.2 S)

The various headings and numbers herein, the grouping of provisions of this Lease into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

6. AMENDMENTS (PMGE6.2 S)

This Lease is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this Lease shall be in writing and shall be properly executed by both Parties.

7. LABOR CODE COMPLIANCE (PMGE7.2 N)

TENANT acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the commencement of the term of this Lease or any such future improvements or modifications performed by TENANT shall be governed by, and performed in accordance with, the provisions

of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are applicable to improvements or modifications costing more than \$1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations or DISTRICT.

TENANT hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed within the Premises, and TENANT herein agrees that TENANT shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, if so requested by the Director, TENANT shall provide the Director with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. TENANT shall provide, the Director bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

8. RIGHT TO WORK AND MINIMUM WAGE LAWS (PMGE 27.1S)

In accordance with the United States Immigration Reform and Control Act of 1986, TENANT shall require its employees that directly or indirectly service the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. TENANT shall also require and verify that its contractors or any other persons servicing the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, TENANT shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. TENANT shall require and verify that all its contractors or other persons servicing the Premises on behalf of the TENANT also pay their employees no less than the greater of the Federal or California Minimum Wage.

TENANT shall require that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, TENANT, where applicable, shall comply with the prevailing wage and related requirements, as provided for in the Section (LABOR CODE COMPLIANCE) of this Lease.

9. UNLAWFUL USE (PMGE7.2 S)

TENANT agrees no improvements shall be erected, placed upon, operated, nor maintained within the 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.

10. NONDISCRIMINATION (PMGE8.2 S)

TENANT agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease. TENANT shall make its accommodations and services available to the public on fair and reasonable terms.

11. INSPECTION (PMGE9.2 S)

DISTRICT or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this Lease are being complied with.

12. TAXES AND ASSESSMENTS (PMGE11.2 S)

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of TENANT, and TENANT shall cause said taxes and assessments to be paid promptly.

13. SUCCESSORS IN INTEREST (PMGE12.2 S)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

14. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (PMGE13.2 S)

If either Party shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section shall excuse TENANT from the prompt payment of any rental or other charge required of TENANT except as may be expressly provided elsewhere in this Lease

15. PARTIAL INVALIDITY (PMGE14.2 S)

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.

16. WAIVER OF RIGHTS (PMGE15.2 S)

The failure of DISTRICT or TENANT to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that DISTRICT or TENANT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Lease. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

17. EVENTS OF DEFAULT AND REMEDIES (PMGE16.2 S)

A. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by TENANT:

1. The abandonment or vacation of the Premises by TENANT.
2. The failure by TENANT to make any payment of rent or any other sum payable hereunder by TENANT, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from DISTRICT to TENANT; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 et seq.
3. The failure or inability by TENANT to observe or perform any of the provisions of this Lease to be observed or performed by TENANT, other than specified in subparagraphs A.(1) or A.(2)

above, where such failure shall continue for a period of ten (10) days after written notice thereof from DISTRICT to TENANT; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 et seq.; provided, further, that if the nature of such failure is such that it can be cured by TENANT but that more than ten (10) days are reasonably required for its cure (for any reason other than financial inability), then TENANT shall not be deemed to be in default if TENANT shall commence such cure within said ten (10) days, and thereafter diligently prosecutes such cure to completion.

4. The making by TENANT of any general assignment for the benefit of creditors.
5. A case is commenced by or against TENANT under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against TENANT, the same is not dismissed within sixty (60) days of such commencement.
6. The appointment of a trustee or receiver to take possession of substantially all of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease, where such seizure is not discharged within thirty (30) days.
7. TENANT'S convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of TENANT in and to the Premises shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the DISTRICT hereunder or by law; provided, it shall be lawful for the DISTRICT to declare the term hereof ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and TENANT and its creditors (other than DISTRICT) shall have no further claim thereon or hereunder.

B. Remedies. In the event of any default by TENANT, then, in addition to any other remedies available to DISTRICT at law or in equity, DISTRICT may exercise the following remedies:

1. DISTRICT may terminate this Lease and all rights of TENANT hereunder by giving written notice of such termination to TENANT. In the event that DISTRICT shall so elect to terminate this Lease, then DISTRICT may recover from TENANT:
 - (a) The worth at the time of award of the unpaid rent and other charges, which had been earned as of the date of the termination hereof;
 - (b) The worth at the time of award of the amount by which the unpaid rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided;
 - (c) The worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that TENANT proves could be reasonably avoided;
 - (d) Any other amount necessary to compensate DISTRICT for all the detriment proximately caused by TENANT'S failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; and
 - (e) Any other amount which DISTRICT may by law hereafter be permitted to recover from TENANT to compensate DISTRICT for the detriment caused by TENANT'S default.

The term "rent" as used herein shall be deemed to be and to mean the annual rent and all other

sums required to be paid by TENANT pursuant to the terms of this Lease. All such sums, other than the annual rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in subparagraphs B.1.(a) and B.1.(b) above, the "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law. As used in subparagraph B.1.(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of ten percent (10%) per annum.

2. Continue this Lease in effect without terminating TENANT'S right to possession even though TENANT has breached this Lease and abandoned the Premises and to enforce all of DISTRICT'S rights and remedies under this Lease, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that DISTRICT may at any time thereafter elect to terminate this Lease for such previous breach by notifying TENANT in writing that TENANT'S right to possession of the Premises has been terminated.

Nothing in this Section shall be deemed to affect TENANT'S indemnity of DISTRICT liability or liabilities based upon occurrences prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.

No delay or omission of DISTRICT to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by TENANT hereunder. The acceptance by DISTRICT of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by TENANT of any provision thereof, other than the failure of TENANT to pay the particular rent or sum accepted, regardless of DISTRICT'S knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of DISTRICT'S right to exercise any remedy available to DISTRICT by virtue of such breach or default. No act or thing done by DISTRICT or DISTRICT'S agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by DISTRICT.

Any installment or rent due under this Lease or any other sums not paid to DISTRICT when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

All covenants and agreements to be performed by TENANT under any of the terms of this Lease shall be performed by TENANT at TENANT'S sole cost and expenses and without any abatement of rent. If TENANT shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by TENANT, then in addition to any other remedies provided herein, DISTRICT may, but shall not be obligated to do so, and without waiving or releasing TENANT from any obligations of TENANT, make any such payment or perform any such act on TENANT'S part to be made or performed as provided in this Lease or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by DISTRICT on TENANT'S behalf shall not give rise to any responsibility of DISTRICT to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by DISTRICT in connection therewith, together with interest at the maximum rate permitted by law from the date incurred or paid by DISTRICT shall be deemed to be additional rent hereunder and shall be paid by TENANT with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

18. RESERVATIONS TO DISTRICT (PMGE18.2 S)

The Premises are accepted "as is" and "where is" by TENANT subject to any and all existing easements and Encumbrances. DISTRICT reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone

and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. DISTRICT also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by DISTRICT in this clause shall be so exercised as to interfere unreasonably with TENANT'S operations hereunder or to impair the security of any secured creditor of TENANT.

DISTRICT 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. DISTRICT further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by TENANT, the rental shall be reduced in proportion to the interference with TENANT'S use of the Premises.

19. HOLDING OVER (PMGE19.2 S)

In the event TENANT shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

20. CONDITION OF PREMISES UPON TERMINATION (PMGE20.2 S)

Except as otherwise agreed to herein, upon termination of this Lease, TENANT shall re-deliver possession of said Premises to DISTRICT in substantially the same condition that existed immediately prior to TENANT'S entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "termination of the Lease" in this Lease shall include termination by reason of the expiration of the Lease term.

21. DISPOSITION OF ABANDONED PERSONAL PROPERTY (PMGE21.2 S)

If TENANT abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at DISTRICT'S option, be deemed to have been transferred to DISTRICT. DISTRICT shall have the right to remove and to dispose of such property without liability therefor to TENANT or to any person claiming under TENANT, and shall have no need to account therefor.

22. QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION (PMGE22.2 S)

Upon termination of this Lease for any reason, including but not limited to termination because of default by TENANT, TENANT shall execute, acknowledge, and deliver to DISTRICT, within thirty (30) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of TENANT in the Premises is quitclaimed to DISTRICT. Should TENANT fail or refuse to deliver the required deed to DISTRICT, DISTRICT may prepare and record a notice reciting the failure of TENANT to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all rights of TENANT or those claiming under TENANT in and to the Premises.

23. DISTRICT'S RIGHT TO RE-ENTER (PMGE23.2 S)

TENANT agrees to yield and peaceably deliver possession of the Premises to DISTRICT on the date of termination of this Lease, whatsoever the reason for such termination. Upon giving written notice of termination to TENANT, DISTRICT shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and re-entry of the Premises by DISTRICT shall in no way alter or diminish any obligation of TENANT under the Lease terms and shall not constitute an acceptance or surrender.

TENANT waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event DISTRICT re-enters and takes possession of the Premises in a lawful manner.

24. AUTHORITY OF TENANT (PMGE 24.2 S)

If TENANT is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.

25. PUBLIC RECORDS (PMGE25.2 S)

Any and all written information submitted to and/or obtained by DISTRICT from TENANT or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of DISTRICT, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and TENANT hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under TENANT, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold DISTRICT harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by TENANT or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

26. RELATIONSHIP OF PARTIES (PMGE26.2 S)

The relationship of the Parties hereto is that of DISTRICT and TENANT, and it is expressly understood and agreed that DISTRICT does not in any way or for any purpose become a partner of, or a joint venturer with TENANT in the conduct of TENANT'S business or otherwise, and the provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

27. ATTORNEYS' FEES (PMGE28.1)

In any action or proceeding brought to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

28. VENUE (PMGE29.1)

The Parties hereto agree that this Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.