



PR37A-17  
Mile Square Regional Park  
City of Fountain Valley

## AMENDED AND RESTATED LEASE

### MILE SQUARE REGIONAL PARK RECREATION CENTER

THIS AMENDED AND RESTATED LEASE (“**Lease**”) is made \_\_\_\_\_, 2024, (“**Effective Date**”) by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter “**County**”) and the CITY OF FOUNTAIN VALLEY, a municipal corporation (hereinafter “**Tenant**” or “**City**”). The County and Tenant may be referred to herein individually as a “**Party**,” or collectively as the “**Parties**.”

### RECITALS

WHEREAS, County is the owner of approximately 640 acres of real property located in the City, commonly known as Mile Square Regional Park, by virtue of that Quitclaim Deed executed March 9, 1973, by the United States of America; and

WHEREAS, pursuant to the said Quitclaim Deed, County agreed to lease to Tenant a parcel of land described in the Quitclaim Deed “for a period of fifty (50) years with the right of the City of Fountain Valley to renew said lease for additional periods of fifty (50) years contingent upon the City developing and maintaining said property during the period of said lease and during any renewals for public park and recreational purposes for the benefit and use of the general public[;]” and

WHEREAS, on March 28, 1973, County leased (the “**Original Lease**”) to Tenant approximately 55 acres of Mile Square Regional Park (“**Original Leased Premises**”) for public park and recreation purposes and Tenant subsequently built the facility commonly known as the Fountain Valley Recreation Center (“**Recreation Center**”); and

WHEREAS, on April 9, 1985, County and Tenant entered into a First Amendment to the Lease which permitted use of a portion of the Leased Premises for the Boys and Girls Club of Huntington Valley; and

WHEREAS, on February 15, 2000, County and Tenant entered into a Second Amendment to the Lease that expanded the Tenant’s leased premises by approximately 23 acres to accommodate an expansion of the Recreation Center on the same terms and conditions of the Lease (hereafter the Original Leased Premises and the leased premises of the 23-acre expansion shall be referred to jointly as “**Premises**”); and

WHEREAS, on April 29, 2003, County and Tenant entered into a Third Amendment to the Lease (also known as PR37A-17), and also entered into a Memorandum of Understanding

dated June 22, 1989 (“**MOU**”) and a First Amendment to the MOU on April 5, 1995 and agreement July 14, 1970 (“**Amended MOU**”); and

WHEREAS, the Original Lease, First Amendment, Second Amendment, and Third Amendment, and the MOU, and First Amendment to MOU, and the Agreement dated July 14, 1970 shall be referred to collected as “**Prior Agreements**”; and

WHEREAS, the Prior Agreements expired on March 28, 2023 and Tenant desires to exercise its right to renew the Lease, as amended, for another fifty (50) year term and County desires to renew the Lease for said term; and

WHEREAS, the Parties desire to restate and clarify the terms of the Prior Agreements and supersede and replace the terms of the Prior Agreements with the terms and conditions of this Lease; and

WHEREAS, on February 8, 2023, the City of Fountain Valley Planning Agency and Planning Commission found that the proposed first renewal is exempt from CEQA per Section 15061(b)(3) and that the Lease, as amended, and proposed renewal are consistent with the City’s General Plan.

NOW, THEREFORE, the parties hereto agree as follows:

## **1. DEFINITIONS (1.0 SR)**

The following words in this Lease shall have the significance attached to them in this Clause (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Board of Supervisors.

“**Director of OC Parks**” or “**Director**” means the Director, Orange County Parks, OC Community Resources, County of Orange, or designee, or upon written notice to Tenant, such other person or entity acting in a similar capacity as shall be designated by the County Executive Officer.

## 2. PREMISES (1.1 SR)

As required by that certain Quitclaim Deed, executed on March 9, 1973, from the United States of America to the County (“**Quitclaim Deed**”), the County extends its lease with Tenant to the Premises consisting of approximately 78 acres located at 16801 Euclid Street, Fountain Valley, CA 92708 as described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof (“**Original Premises**”). The Premises are accepted “as is” and “where is” by Tenant subject to any and all existing easements and encumbrances.

The Parties agree that the Premises shall expand to include the additional acreage as shown on Exhibit C (“**Expansion Premises**”), when the following two events occur: (1) the County completes the County’s Mile Square Regional Park Golf Course Conversion – Phase 2 Project, , and (2) the City completes and adopts its City Parks Master Plan update which includes the Expansion Premises. The Parties anticipate that the Expansion Premises will be available within eighteen (18) to twenty-four (24) months of the Effective Date first written above. Each Party shall confirm in writing to the other the completion of the conditions set forth in this paragraph and, once both conditions have occurred, the Expansion Premises shall be added to the Premises hereunder without further action of the Parties. The date of such addition may be confirmed in writing by the Parties. The Original Premises is currently fenced along the boundary of the County’s adjacent Mile Square Regional Park. The Parties agree that before the Expansion Premises is opened for public use, the City shall install a physical barrier along the boundary of the Expansion Premises and the County’s adjacent Mile Square Regional Park. The terms of the Expansion Premises shall be coterminous with and under the same terms and conditions of the Premises and this Lease. Hereinafter, the term “**Premises**” shall include the Original Premises and the Expansion Premises.

Upon completion of hardscape as part of County’s Mile Square Regional Park Golf Course Conversion – Phase 2 Project, City will, at City’s sole cost and expense perform a survey of the Expansion Premises and provide a legal description and depiction of the Expansion Premises to the satisfaction of the County. The revised Expansion Premises will be amended to this Lease and such amendment will be executed by County through delegated authority provided by the Orange County Board of Supervisors to the County’s Chief Real Estate Officer in substantially the same form attached as Exhibit F, attached hereto and incorporated herein.

## 3. USE (1.2 SR)

As required by the Quitclaim Deed, Tenant's use of the Premises shall be limited to developing, maintaining, and using the Premises for public park and recreational purposes, for the benefit and use of the general public. Tenant agrees not to use the Premises for any other purpose inconsistent with the Quitclaim or the terms of this Section. Tenant shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance or waste to be created or maintained therein.

NO TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM THE PREMISES; HOWEVER, ALCOHOL SALES ARE PERMITTED PURSUANT TO APPLICABLE LAW

(e.g., FOUNTAIN VALLEY MUNICIPAL CODE CHAPTER 12.08). SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE PREMISES.

#### **4. COUNTY'S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 SR)**

County reserves the right from time to time, without causing unreasonable interference to Tenant, to access the Premises to confirm that Tenant is using the Premises consistent with those uses articulated in Clause 3 (USE). Tenant shall cooperate with County during County's access of the Premises. County shall make best efforts to notify Tenant prior to accessing the Premises.

#### **5. TERMINATION OF PRIOR AGREEMENTS (1.5 SR)**

It is mutually agreed that this Lease shall restate, supersede, and replace any prior agreements between the Parties hereto covering all or any portion of the Premises or Mile Square Regional Park, including but not limited to the original Lease dated March 28, 1973, the First Amendment to Lease dated April 9, 1985, the Second Amendment to Lease dated February 15, 2000, and the Third Amendment to Lease dated April 29, 2003 (also known as PR37A-17), the Memorandum of Understanding dated June 22, 1989, and First Amendment to MOU dated April 5, 1995 and Agreement dated July 14, 1970. Notwithstanding the foregoing, this provision shall not release Tenant from any obligations under any of the Prior Agreements to be performed through the Commencement Date of this Lease or from any obligations of indemnification based upon events occurring prior to the Effective Date of this Lease.

Notwithstanding any provision of this Lease to the contrary, nothing in this Lease is intended to modify, supersede or in any way reduce City of Fountain Valley's right to Lease the Premises as stated in the Quitclaim deed from the United States to the County of Orange executed March 9, 1973. In the event of any inconsistency or conflict, the terms of the Quitclaim deed shall prevail in all respects.

#### **6. TERM (1.6 SR)**

The term of this Lease shall be fifty (50) years ("**Term**"), commencing on March 28, 2023 ("**Commencement Date**").

#### **7. OPTION TO EXTEND TERM (1.7 SR)**

Provided Tenant is utilizing the Premises consistent with the Quitclaim Deed, Tenant may request and County will extend the Lease for additional fifty (50) year terms ("**Extension Term(s)**"). County shall have the discretion to extend the Term of this Lease under such terms and conditions as the Parties mutually agree upon consistent with the Quitclaim Deed.

#### **8. RENT (1.8 SR)**

In recognition of Tenant use of the Premises as a public park for the benefit and use of the general public, there shall be no rent due hereunder.

## **9. MAINTENANCE OBLIGATIONS OF TENANT – CONDITIONS AND CARE OF PREMISES (2.5 SR)**

A. Tenant shall, to the satisfaction of County, keep and maintain, or cause to be kept and maintained, the Premises and all Tenant Improvements (as defined in this Clause 9) of any kind in place and used, occupied, or otherwise operated or maintained by the Tenant on the Premises prior to the Commencement Date, or which may be erected, installed, or made thereon by Tenant or its Licensee or Licensees (parties who enter into an agreement with Tenant), during the Term or Extension Term of this Lease, in good condition and in substantial repair, provided that in the event (i) of substantial damage to any such Tenant Improvements it shall be at Tenant's option whether to repair or replace such improvements (provided that if the improvements are not to be repaired or replaced, then they shall be placed into a safe condition or removed), as provided in Clause 11 (OPERATIONAL REQUIREMENTS OF TENANT) below or (ii) Tenant or its Licensee(s) ceases to use any improvements, it shall be at Tenant's option to not repair or replace any such improvement so long as the improvement is maintained in a safe condition or removed. Subject to the foregoing, it shall be Tenant's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.

B. Tenant shall keep the Premises clean and in good repair during any time which Tenant, its agents, or employees use the Premises at its sole cost and expense. Except as otherwise expressly set forth in this Lease, Tenant shall be responsible for all costs relating to the operation and maintenance of the Premises.

C. Tenant shall be solely responsible for all costs and expenses for any maintenance and repairs necessitated by the actions of Tenant, or Licensee(s), resulting in an extraordinary load imposed on underground utilities outside the Premises or contamination of Common Areas.

D. If Tenant receives an inspection notice or a deficiency notice for actions, activities, or omissions for which Tenant is responsible following an inspection by any public or regulatory agency having jurisdiction, Tenant agrees to make any and all corrections in the manner required immediately upon receipt of by such notice.

E. County shall have no obligation or responsibility to dredge, remove debris, or to maintain, repair, or replace improvements constructed within the Premises, except as otherwise provided by law. Tenant shall have no obligation to dredge the Premises nor to maintain, supervise, repair or replace any improvements installed by County or any other party (other than Tenant's Licensees) nor for debris or materials which are not deposited by Tenant or its Licensees and which comes onto or out of the Premises.

F. Tenant shall be required to construct an opaque physical barrier and landscaping along the boundary of the Expansion Premises to the satisfaction of the County. The physical barrier and landscaping shall be designed to prevent access into and from the Premises and minimize noise and visual impacts to park users outside of the Premises. The Tenant shall also be responsible for providing access to secured gates installed along the physical barrier, either through keys or other approved methods. Tenant shall be solely responsible for all costs and expenses related to the construction of the physical barrier and landscaping including any maintenance and repairs.

G. All lighting shall be designed and located so as to confine direct rays to the Premises.

## **10. UTILITIES (SRLic-2.3 N)**

Tenant shall be responsible for all utility charges (including any assessments), including but not limited to: water, gas, electricity, telephone service, cable service, internet service, janitorial service, and sewer.

## **11. OWNERSHIP OF IMPROVEMENTS (2.7 SR)**

Tenant shall provide all equipment necessary for use of the Premises consistent with this Lease. All buildings, improvements, and facilities, exclusive of trade fixtures, constructed or placed within the Premises by Tenant (“**Tenant Improvements**”) must, upon completion, be free and clear all liens, claims, or liability for labor or material and at County's option shall be the property of County at the expiration of this Lease or upon earlier termination hereof. County retains the right to require Tenant, at Tenant's cost, to remove all Tenant Improvements located on the Premises at the expiration or termination hereof.

## **12. OPERATIONAL REQUIREMENTS OF TENANT (2.9 SR)**

A. Standards of Operation. Tenant shall operate the Premises in a manner similar to other comparable facilities in Southern California which offer similar services and amenities. Tenant shall, at its sole expense, take reasonable steps to provide security measures for the protection of persons and property within the Premises. Nothing in the previous sentence is intended to provide third party rights or protections nor should this Lease be relied upon by any person or organization other than the Parties hereto. Nothing in this section is intended to expand the rights or obligations of Tenant to third parties in any way. Tenant agrees to obey, abide by, and be in conformance with all applicable governmental codes, laws, rules and/or regulations, now or hereafter promulgated, concerning operations on the Premises.

B. Protection of Environment. Tenant shall not permit:

1. Littering within the Premises;
2. Excessive noise, based on applicable City ordinances, including Fountain Valley Municipal Code Section 12.08, emanating from the Premises;
3. Excessive light and glare, based on applicable City ordinances, including Fountain Valley Municipal Code Section 12.08, from light fixtures within the Premises that could impact the safe operation of automobiles, watercraft, and aircraft in the area; or
4. Discharge or runoff of pollutants, including petroleum products, waste, and debris from any source on the Premises into the waters within or adjacent to the Premises or other activities that are harmful to water quality. Tenant shall not be responsible for any

discharge or runoff related to the County's operation of the adjacent Mile Square Regional Park.

Tenant shall immediately report any spillage, leakage, or discharge of any toxic, hazardous, or polluting materials to the proper authorities.

C. Special Events. Special Events, as defined in Exhibit E, at the Premises and the County's adjacent Mile Square Regional Park shall additionally be governed by the terms set forth in Exhibit E, attached hereto and incorporated herein.

### **13. INSURANCE (3.0 SR)**

Tenant agrees to maintain a program of self-insurance or purchase all required insurance at Tenant's expense and to deposit with the County certificates of insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County 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 of OC Parks. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Director of OC Parks 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, County may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the County reinstates the Lease.

If Tenant fails to provide Director of OC Parks with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County 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 County 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 of OC Parks is provided with adequate evidence of insurance required herein. Tenant further agrees to hold County 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 County's action.

Tenant may occupy the Premises only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this Lease. Tenant shall provide to County 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 County 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 County representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Three Hundred Fifty Thousand Dollars (\$350,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Tenant’s current audited financial report.

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).

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
Sexual Abuse and Molestation	\$1,000,000 per occurrence \$2,000,000 aggregate
Liquor Liability	\$1,000,000 per occurrence
Umbrella/Excess Liability with Follow form coverage	\$20,000,000
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers’ Compensation	Statutory
Employers Liability	\$1,000,000 per accident or disease
Commercial Property Insurance on an “All	100% of the Replacement Cost and



Coverages

Minimum Limits

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.

No coinsurance provision

Pollution Liability

\$1,000,000 per claims made or per occurrence

**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 at least 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 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 the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
- 2) A primary non-contributory endorsement evidencing that Lessee’s insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

If Lessee’s Pollution Liability policy or Professional Liability Policy is a claims-made policy, Lessee shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the Lease.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Lease.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Lessee must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Lease.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against 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 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 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 County address provided in Clause 39 (NOTICES) below or to an address provided by Director of OC Parks. Tenant has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

County 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 County.

County 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 County incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to Tenant, and County 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.

#### 14. INDEMNIFICATION (3.1 N)

A. Tenant's Indemnity. Tenant agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("**County Indemnitees**") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Tenant's actions or activities pursuant to this Lease except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees. If judgment is entered against Tenant and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Tenant and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. County's Indemnity. County agrees to indemnify, defend, and hold Tenant, their elected and appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the County's actions or activities pursuant to this Lease, except for liability arising out of the negligence of Tenant, its elected and appointed officials, officers, agents, or employees. If judgment is entered against County and Tenant by a court of competent jurisdiction because of the concurrent active negligence of Tenant or Tenant Indemnitees, Tenant and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Waiver of Subrogation. County and Tenant each hereby waives all rights of recovery against the other on account of loss and damage occasioned to the Premises of such waiving Party to the extent that the waiving Party is entitled to proceeds for such loss and damage under any property insurance policies carried or otherwise required to be carried by this Lease; provided however, that the foregoing waiver shall not apply to the extent of Tenant's obligation to pay deductibles under any such policies and this Lease. By this waiver it is the intent of the Parties that neither County nor Tenant shall be liable to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage insured against under any property insurance policies, even though such loss or damage might be occasioned by the negligence of such Party, its agents, employees, contractors, or invitees.

D. General Release. The Parties acknowledges that they are familiar with the language and provisions of California Civil Code Section 1542, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Parties, being aware of and understanding the terms of Section 1542, hereby waive all benefit of its provisions to the extent described in this paragraph as to claims related to the condition of the Premises, whether such claims arise from past, present or future incidents.

## 15. HAZARDOUS MATERIALS (3.2 SR)

A. Definition of Hazardous Materials. For purposes of this Lease, the term “**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, County, 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 authorize any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from, or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, Tenant and Tenant Parties may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business 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, or about the Premises caused or authorized by Tenant or 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 or any real or personal property wherever situated, Tenant, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this Lease, Tenant shall pay the cost of any such cleanup or remedial work performed on, under, or about the Premises 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 authorized by Tenant or Tenant Parties to be introduced on, under or about the Premises. Notwithstanding the foregoing, Tenant shall not take any remedial action in response to the presence, discharge, or release, of any Hazardous Materials on, under, or about the Premises caused or authorized by Tenant or 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 the Director, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 Director, which approval shall not be unreasonably withheld, conditioned or delayed.

## 16. BEST MANAGEMENT PRACTICES (3.3 SR)

A. Tenant shall conduct operations 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).

B. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (“NPDES”) permits (“**Stormwater Permits**”) to the County, 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, 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.

C. To assure compliance with the Stormwater Permits and water quality ordinances, the County has developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMP(s)**”) and which may change from time to time, that tenants 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 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.

D. BMP Fact Sheets that apply to uses authorized under this Lease include Exhibit D, attached hereto, and the BMP Fact Sheets on OCPW/OC Environmental Resources website found at

<https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/documents/best-management-practices-bmp>

These BMP Fact Sheets may be modified during the term of the Lease. Tenant, its subtenants, agents, contractors, representatives, and employees and all persons authorized by Tenant to conduct activities on the Premises 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 on the Premises 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.

E. 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 County for review and approval prior to implementation.

F. Among other requirements, the industrial NPDES permit requires periodic stormwater inspections by the State and/or County OC Watersheds staff to ensure facility compliance, which may include annual inspections of the Premises, with follow up inspections as a result of observed violations requiring corrective actions.

G. Dependent upon the reuse of the Premises, the Premises shall have a clarifier drain that captures low flow runoff from throughout the site, which ensures all flows are properly drained without any unacceptable runoff. Tenant shall conduct their work throughout the site and any resultant low flow discharges shall work their way to the clarifier. In regard to Tenant Improvements, Tenant shall designate operational zones minimally affected by storm flows that allow drainage to the clarifier, and the non-operational portions of the site are to have normal storm discharges going through the storm drain system. As the site undergoes a new NPDES Industrial Permit application process, these conditions may get re-examined.

H. The BMP's shall stipulate the process for the Tenant to take corrective actions, and state the consequences of non-compliance or County options under the Lease to self-remedy the matter. The Santa Ana and San Diego Regional Water Quality Control Boards have established penalties/consequences for non-compliance and those are to be included in this Lease. County to have the option to terminate the Lease if the Tenant does not correct a non-compliance situation within thirty (30) days of written notice by the County, and that the security deposit reflects this circumstance.

I. Work activities are to be conducted in a controlled area where pollutants shall be contained and any heavy metals detected at significantly higher levels than the benchmarks set by the Regional Board shall be addressed. All applicable BMPs are to be properly implemented, including any and all future modifications, updates, or replacement BMPs that may be issued from time to time, shall be used by Tenant.

J. Site modifications, such as distinctly designated work areas with controls to prevent pollutants from escaping and wastewater drain, will be required to be segregated from stormwater drain.

## **17. BUILDING AND SAFETY REQUIREMENTS (3.4 SR)**

During the Term and any Extension Term(s) of this Lease, Tenant, at Tenant's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Tenant shall not be responsible for any ADA violations resulting from alterations made by County or the placement of fixtures or equipment by County.

## **18. TAXABLE POSSESSORY INTEREST ASSESSMENTS (3.7 SR)**

Should this Lease create any possessory interest, which is subject to the payment of taxes levied on such interest, it is understood and agreed that, as between County and Tenant, all assessments

associated with said taxable possessory interest shall be the full responsibility of the Tenant, and Tenant shall cause said assessments to be paid promptly.

#### **19. AUTHORITY (4.3 SR)**

The persons executing this Lease on behalf of County or Tenant warrant that they have the power and authority to bind County or Tenant to this Lease.

#### **20. LEASE ORGANIZATION (4.4 SR)**

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

#### **21. SUCCESSORS IN INTEREST (4.5 SR)**

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.

#### **22. AMENDMENTS (4.6 SR)**

This Lease sets forth the entire agreement between Tenant and County and any modification must be in the form of a written amendment executed by both Parties.

#### **23. PARTIAL INVALIDITY (4.7 SR)**

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.

#### **24. WAIVER OF RIGHTS (4.8 SR)**

The failure of Tenant or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Tenant or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

#### **25. QUIET ENJOYMENT (5.1 SR)**

County agrees that, subject to the terms, covenants and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants, and conditions of this Lease, peaceably and quietly occupy the Premises.

**26. GOVERNING LAW AND VENUE (5.2 SR)**

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, 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.

**27. ATTORNEYS' FEES (5.3 SA)**

In the event of a dispute between Tenant and County concerning claims arising out of this Lease, or 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. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.5 SR)**

A Certified Access Specialist ("CASp") can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the tenant, if requested by the tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

Pursuant to California Civil Code 1938, County hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the Premises, Tenant shall correct such non-compliance at Tenant's cost.

**29. UNENFORCEABLE PROVISIONS (5.9 SR)**

If any paragraph or clause hereof shall be determined illegal, invalid, or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid, and enforceable.



**30. LIMITATION OF THE LEASEHOLD (6.1 SR)**

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 County, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or County's interest therein. Tenant has accepted the Premises in its "as is" / "where is" condition.

**31. PERMITS AND LICENSES (6.2 SR)**

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 County, in its governmental capacity, shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by County, as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

**32. NONDISCRIMINATION (6.4 SR)**

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.

**33. DISPOSITION OF ABANDONED PERSONAL PROPERTY (6.6 SR)**

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 ninety (90) days after such event shall, at County's option, be deemed to have been transferred to County. County 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.

**34. QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION (6.7 SR)**

Upon termination of this Lease for any reason, including but not limited to termination because of Tenant default, Tenant shall execute, acknowledge, and deliver to County, 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 County. Should Tenant fail or refuse to deliver the required deed to County, County 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. Nothing in this Section, nor anything in this Lease, is intended to reduce or restrict Tenant's right to 50 year renewable lease terms under the Quit Claim Deed.

**35. RELATIONSHIP OF PARTIES (6.9 SR)**

The relationship of the Parties hereto is that of Lessor and Tenant, and it is expressly understood and agreed that County 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.

**36. NOTICES (7.1 SR)**

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: TENANT

To: COUNTY

City of Fountain Valley  
Attn: Community Service Director  
10200 Slater Ave  
Fountain Valley, CA 92708  
Email: rob.frizzelle@fountainvalley.gov

County of Orange  
OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Email: parksdirectoroffice@ocparks.com

With a copy to:

With a copy to:

City of Fountain Valley  
Attn: City Manager  
10200 Slater Ave  
Fountain Valley, CA 92708

County Executive Office  
Attn: Chief Real Estate Officer  
400 W. Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Email: thomas.miller@ocgov.com

**37. ATTACHMENTS TO LEASE (7.2 SR)**

This Lease includes the following, which are attached hereto and made a part hereof:

**EXHIBITS**

- Exhibit A – Description of Original Premises
- Exhibit B – Depiction of Original Premises
- Exhibit C – Depiction of Expansion Premises
- Exhibit D - Best Management Practices
- Exhibit E – Additional Terms and Conditions Related to Special Events
- Exhibit F – First Amendment to Amended and Restated Lease

### **38. ADDITIONAL TERMS AND CONDITIONS RELATED TO SPECIAL EVENTS**

Parties agree that the Additional Terms and Conditions Related to Special Events (“**Special Event Terms**”), which shall replace any prior memoranda of understanding related to the Premises for Mile Square Regional Park, which specify special event activities at Mile Square Regional Park and Tenant’s Recreational Center is shown in Exhibit E, which exhibit is attached hereto and by reference made a part hereof.

*[signatures on following page]*

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

**TENANT**

CITY OF FOUNTAIN VALLEY  
a municipal corporation

By: \_\_\_\_\_

Glenn Grandis

Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for the City

ATTEST:

By: \_\_\_\_\_

Rick Miller

City Clerk

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

Signed by:  
By: Michael A. Haubert  
7B6E2C12961F4B3...  
Deputy

**COUNTY**

COUNTY OF ORANGE

\_\_\_\_\_  
Thomas A. Miller, Chief Real Estate Officer  
Orange County, California, pursuant to Board of  
Supervisors Minute Order dated December 3, 2024

**EXHIBIT A**

**LEGAL DESCRIPTION**

Mile Square Regional Park  
Facility No.: PR37A  
Parcel No.: 155

That certain portion of land in the City of Fountain Valley, County of Orange, State of California, over a portion of Parcel No. GA 516-1.01 described in Quitclaim Deed recorded April 12, 1973 in Book 10641, Page 503, and over a portion of Parcel No. 103.1 described in Quitclaim Deed recorded May 1, 1992 as Instrument No. 92-287555, both of Official Records in said Office of the County Recorder of said County described, as a whole, as follows:

Commencing at the centerline intersection of Edinger Avenue with Brookhurst Street, said intersection being the Northwest Corner of Section 20, T5S, R10W, as shown on Record of Survey 88-1033 filed in Book 119, Page 44 of Records of Survey in said Office of the County Recorder; thence along the centerline of Brookhurst Street South 00°25'32" West 993.37 feet; thence leaving said centerline South 89°34'28" East 60.00 feet to the easterly boundary of Brookhurst Street and the **TRUE POINT OF BEGINNING**; thence leaving said boundary South 89°34'28" East 1341.22 feet to the beginning of a curve concave northwesterly and having a radius of 260.00 feet; thence Easterly 204.20 feet along said curve through a central angle of 45°00'00"; thence North 45°25'32" East 269.65 feet to the beginning of a curve concave southerly and having a radius of 130.00 feet; thence Easterly 152.86 feet along said curve through a central angle of 67°22'18"; thence South 67°12'10" East 477.15 feet; thence South 22°47'50" West 115.91 feet; thence South 32°38'40" East 95.77 feet; thence South 00°28'41" West 953.25 feet; thence South 89°07'44" West 213.92 feet; thence South 50°16'47" West 113.89 feet; thence North 89°59'52" West 267.25 feet; thence South 51°38'21" West 303.44 feet; thence North 89°34'28" West 322.74 feet; thence South 59°36'12" West 680.00 feet; thence South 35°39'12" West 739.00 feet; thence North 89°34'28" West 167.98 feet to said easterly boundary of Brookhurst Street; thence along said boundary North 00°25'32" East 2249.58 feet to the **TRUE POINT OF BEGINNING**.

Containing 81.378 Acres, more or less.

See EXHIBIT B attached hereto and by this reference made a part hereof.

APPROVED

Kevin Hills, County Surveyor, L.S. 6617



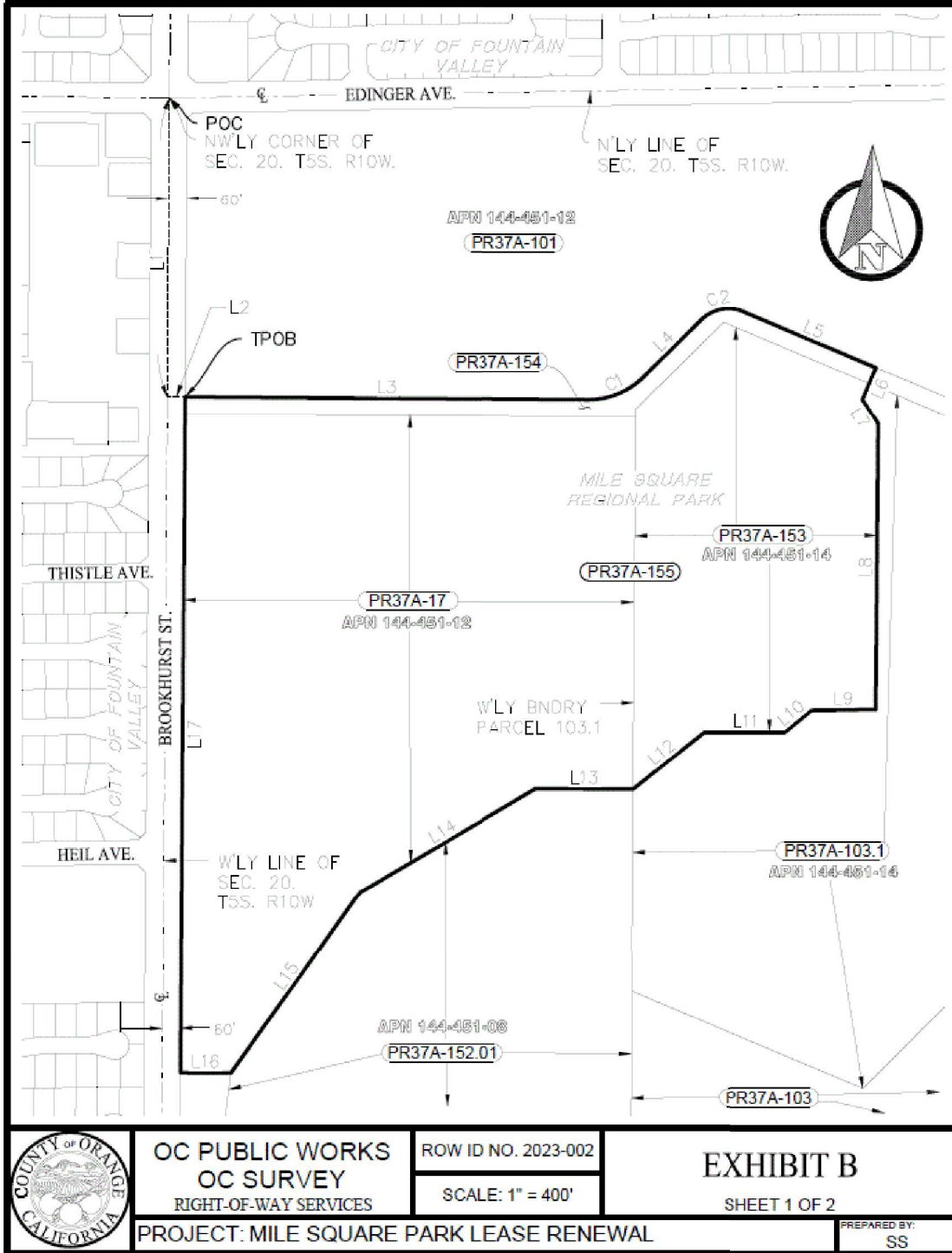
A handwritten signature in black ink, appearing to read "R. Rivera", written over a horizontal line.

Date: 02-24-2023

By: Raymond J. Rivera, L.S. 8324

**EXHIBIT B**

**DEPICTION OF PREMISES**



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	.....	• 993.37' •
L2	.....	• 60.00' •
L3	.....	• 1341.22' •
L4	.....	• 269.65' •
L5	.....	• 477.15' •
L6	.....	• 115.91' •
L7	.....	• 95.77' •
L8	.....	• 953.25' •
L9	.....	• 213.92' •
L10	.....	• 118.89' •
L11	.....	• 267.25' •
L12	.....	• 303.44' •
L13	.....	• 322.74' •
L14	.....	• 680.00' •
L15	.....	• 739.00' •
L16	.....	• 167.98' •
L17	.....	• 2249.58' •

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	.....	• 269.00' •	204.20'
C2	.....	• 199.00' •	152.86'



OC PUBLIC WORKS  
OC SURVEY  
RIGHT-OF-WAY SERVICES

ROW ID NO. 2023-002

SCALE: 1" = 400'

EXHIBIT B

SHEET 2 OF 2

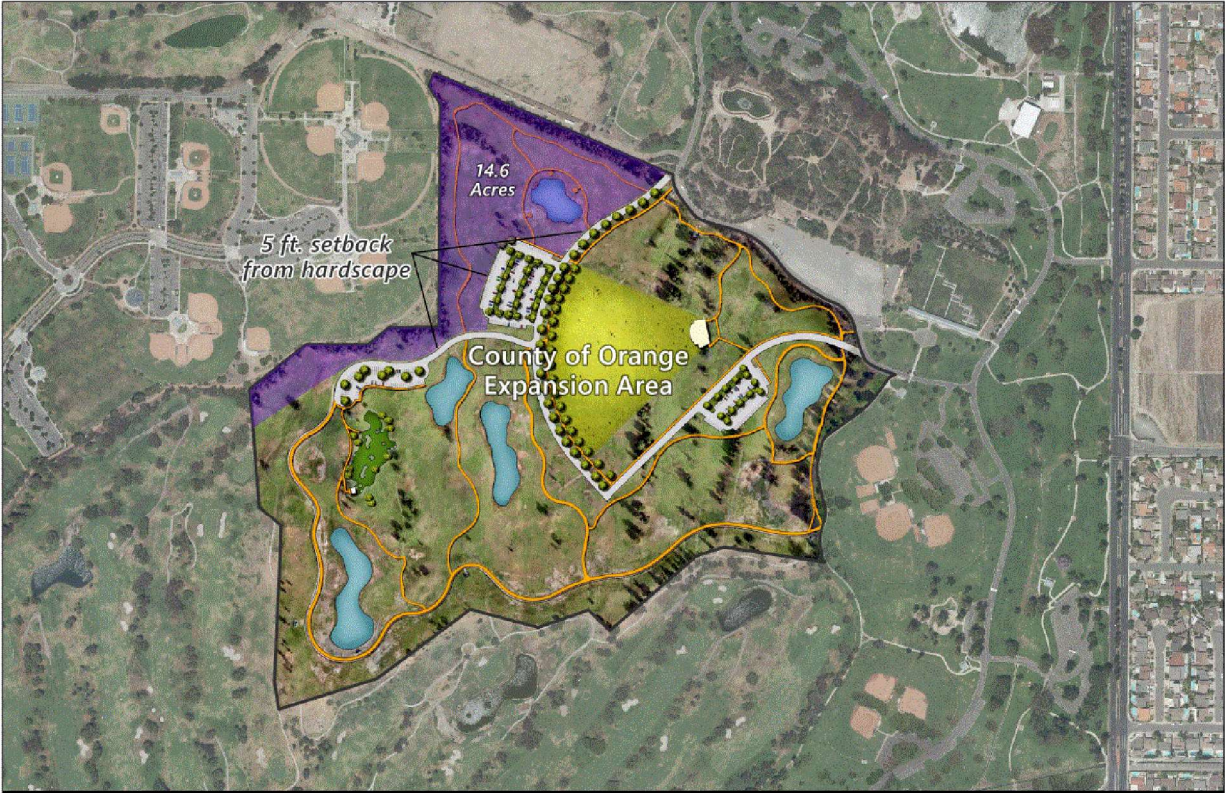
PROJECT: MILE SQUARE PARK LEASE RENEWAL

PREPARED BY:  
SS

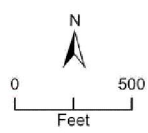


**EXHIBIT C**

**DEPICTION OF EXPANSION PREMISES**



<b>DESIGNED AND PRODUCED BY:</b>	
OCPS OC Parks/OC	
<b>DATA SOURCE:</b>	
OC Parks (OCPS), Bing/Aerial 2022	
<small>The County of Orange and Fountain Valley are hereby notified that the information contained herein is for informational purposes only and does not constitute an offer of insurance or any other financial product. The information contained herein is not intended to be used as a basis for any investment decision. The County of Orange and Fountain Valley are not responsible for any loss or damage resulting from the use of this information. The County of Orange and Fountain Valley are not providing any financial advice. The County of Orange and Fountain Valley are not providing any financial product. The County of Orange and Fountain Valley are not providing any financial product. The County of Orange and Fountain Valley are not providing any financial product.</small>	
<b>DATE:</b> Oct. 10, 2024	



- County of Orange Expansion Area
- City of Fountain Valley Lease Expansion Premises  
14.6 Acres

**Exhibit C**  
**Depiction of**  
**Expansion Premises**



**EXHIBIT D****BEST MANAGEMENT PRACTICES ("BMPS") FACT SHEETS**

Tenant shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Lease's operations. Tenant is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at OC Watersheds BMP Industrial/Commercial Business Activities webpage:

<http://ocwatersheds.com/documents/bmp> (website may change from time to time):

- IC3 Building Maintenance
- IC4 Carpet Cleaning
- IC5 Concrete & Asphalt Production, Application, & Cutting
- IC6 Contaminated or Erodible Surface Areas
- IC7 Landscape Maintenance
- IC9 Outdoor Drainage from Indoor Areas
- IC10 Outdoor Loading/Unloading of Materials
- IC11 Outdoor Process Equipment Operations & Maintenance
- IC12 Outdoor Storage of Raw Materials, Products, & Containers
- IC13 Over Water Activities
- IC14 Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
- IC15 Parking & Storage Area Maintenance
- IC17 Spill Prevention & Cleanup
- IC21 Waste Handling & Disposal
- IC22 Eating & Drinking Establishments
- IC23 Fire Sprinkler Testing/Maintenance
- IC24 Wastewater Disposal Guidelines

**EXHIBIT E****ADDITIONAL TERMS AND CONDITIONS  
RELATED TO SPECIAL EVENT ACTIVITIES  
AT MILE SQUARE REGIONAL PARK AND/OR  
FOUNTAIN VALLEY RECREATION CENTER & SPORTS PARK.****Purpose:**

To allow for the orderly operation and coordination of Special Events, including those held by the County and Tenant within Mile Square Regional Park (“**MISQ**”) and/or the Fountain Valley Recreation Center & Sports Park (“**FVSP**”).

**Definitions:**

“**County**” or “**Lessor**” is defined as the County of Orange, a political subdivision of the State of California.

“**Tenant**” is defined as the City of Fountain Valley, a municipal corporation.

“**Special Events**” are defined as any activity that can impact, by its nature and/or size, the use of the other Party’s facility, or city services, public roadways, and emergency services, as applicable, such as sports tournaments, festivals, fairs, carnivals, concerts, parades, rallies, large picnics, demonstrations, and exhibitions.

“**Mutual Impact**” is defined as an impact related to a Special Event that exceeds the capacity of the Party’s (Tenant or County) facilities (respectively, the MISQ for the County and the FVSP for the Tenant), or city services, public roadways, and emergency services, as applicable, in terms of providing sufficient parking, access, and public safety that causes any of these activities to overflow into the other Party’s area/premises.

**Requirements:**

1. Number of Special Events:
  - a) The total number of Tenant Special Events at the Premises shall not be limited.
  - b) The total number of County Special Events on the County controlled portion of MISQ (which excludes the Premises) shall not be limited.
  
2. Number of Persons:
  - a) The attendance for a Tenant Special Event shall not be limited; however, a Tenant Special Event shall be contained within FVSP and shall not use the County’s controlled portion of MISQ unless otherwise approved by the County.

- b) The attendance for a County Special Event shall not be limited; however, a County Special Events shall not use the Premises unless otherwise approved by the Tenant.

3. Events with Mutual Impacts

- a) Tenant Special Events held at the Premises with Mutual Impacts to MISQ (outside of FVSP) shall require the following:
  - i. Obtain an approved OC Parks Special Event Permit through OC Parks Permits office.
  - ii. Meet with MISQ supervisors to discuss Special Event operations and coordination.
  - iii. Provide an Emergency Action Plan (“EAP”) and pertinent Special Event details to MISQ supervisors.
  - iv. Tenant is responsible for all staffing/resources required for, and costs associated with, the Special Event.
  - v. If utilizing MISQ, Tenant is responsible for all Special Event breakdown and cleanup after a Special Event, to the satisfaction of the MISQ supervisors.
  - vi. No permanent alterations or damage to County grounds.
  - vii. Tenant is responsible for any damages or loss to the County caused by a Special Event.
- b) County Special Events with Mutual Impacts to FVSP shall require applicable permits to be obtained from the Tenant, including the following:
  - i. Obtain an approved special event permit from the Tenant.
  - ii. Meet with Tenant to discuss Special Event operations and coordination and the permits may be required by applicable agencies.
  - iii. Provide an EAP and pertinent special event details to Tenant.
  - iv. County is responsible for all staffing/resources required for, and costs associated with, the Special Event.
  - v. If utilizing FVSP, County is responsible for all Special Event breakdown and cleanup after a Special Event, to the satisfaction of the Tenant.
  - vi. No permanent alterations or damage to FVSP.
  - vii. County is responsible for any damages or loss to the Tenant caused by a Special Event.

4. Parking:

- a) Should attendance for a Special Event exceed the capacity of the MISQ or Premises parking lot areas, the County or Tenant, respectively, shall secure off-site parking. County or Tenant may request use of Tenant or County overflow parking lot, subject to the approval of the other Party.
- b) For Tenant Special Events with impacts to the County’s facilities, a parking plan, traffic plan, and public safety plan shall be provided for approval by OC Parks as part of the OC Parks Permit.
- c) For County Special Events with impacts to FVSP, a parking plan, traffic plan, and public safety plan shall be provided for approval by Tenant.

5. Permits:

- a) Tenant shall issue or obtain all permits, for Special Events required by any applicable regulating agencies including current fire code. Tenant is responsible for all costs associated with developing and implementing required plans and for all associated permitting fees, if any, for any use of the Premises by the Tenant.
- b) The County shall issue or obtain all permits, for Special Events within MISQ required by the Fountain Valley Fire Department and any applicable regulating agencies. County is responsible for all costs associated with developing and implementing required plans, for all associated permitting fees, and for any fire department resources required to support the event.

6. Law Enforcement:

- a) For Tenant Special Events, Tenant may use either Fountain Valley Police Department or the Orange County Sheriff's Department for law enforcement services.
- b) For County Special Events, County will use Orange County Sheriff's Department for law enforcement services.

**Notification:**

1. Unless otherwise stated each Party shall notify the other Party of Special Events at least thirty (30) days prior to the scheduled Special Event.
2. Request for park usage for Special Events with Mutual Impacts shall be made by written correspondence at least sixty (60) days prior to the Special Event to the other Party.
  - a) Upon receipt of requests, each Party agrees to notify the other Party of the request.
  - b) Requests for Special Events will be made by written correspondence or by application form, to either OC Parks or the Tenant. Upon receipt of requests, each Party will notify the other of the request, identifying the principals, sponsors, date, type, and scope of the proposed Special Event, and transmitting a copy of the written request.

**Fees Between Parties:**

1. Neither Party shall impose a fee to the other Party for the use of approved overflow parking as part of a Special Event. Please note this does not limit either Party from charging a parking fee to participants or attendees.
2. Applicable fees charged to each Party shall be paid after all actual fees are calculated and totaled, notification of the total cost shall be provided in written form. Fees shall be paid to the applicable Party within ninety (90) days of receipt of the written notice.

**EXHIBIT F**

**FIRST AMENDMENT TO AMENDED AND RESTATED LEASE**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (“**First Amendment**”) is made on \_\_\_\_\_, 20\_\_, by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Lessor**”) and CITY OF FOUNTAIN VALLEY, a municipal corporation (hereinafter referred to as “**Tenant**” or “**City**”). County and Tenant may sometimes be referred to herein individually as a “**Party**,” or collectively as the “**Parties**.”

**R E C I T A L S**

I. County is the owner of certain property known as Mile Square Regional Park, which consist of 640 acres of parkland located in the City of Fountain Valley, CA.

II. County and Tenant entered into an Amended and Restated Lease Agreement dated \_\_\_\_\_, \_\_\_\_\_, (“**Lease**”) to maintain and use the Premises for public park and recreational purposes, for the benefit and use of the general public.

III. On \_\_\_\_\_, the Orange County Board of Supervisors approved the Lease with a recommended action in the Agenda Staff Report and accompanying Minute Order, which authorizes the Chief Real Estate Officer or designee to execute a First Amendment incorporating a completed survey of the Expansion Premises.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the date first written above as follows:

A. Clause 37 (ATTACHMENTS TO LEASE) is hereby deleted from the Amendment in its entirety and the following clause is substituted:

**“37. ATTACHMENTS TO LEASE**

This Lease includes the following, which are attached hereto and made a part hereof:

- I. EXHIBIT C – Revised Legal Description of Expansion Premises
- II. EXHIBIT C- 1 – Revised Parcel Map of Expansion Premise

B. Any reference to “Exhibit C” in the Lease shall be replaced by “Exhibit C and C- 1.”

C. Wherever a conflict in the terms or conditions of this First Amendment and the Lease and/or the Amendment exists, the terms or conditions in this First Amendment shall prevail. In all other respects, the terms and conditions of the Lease and/or the Amendment not specifically changed by this First Amendment, shall remain in full force and effect.

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

<p>APPROVED AS TO FORM: OFFICE OF COUNTY COUNSEL County of Orange, California</p> <p>By: _____ Deputy</p>	<p><b><u>COUNTY</u></b> COUNTY OF ORANGE</p> <p>By: _____ Thomas A. Miller Chief Real Estate Officer as per ASR _____, Recommended Action #__ and Minute Order dated _____.</p>
---	---

	<p><b><u>TENANT</u></b></p> <p>CITY OF FOUNTAIN VALLEY A municipal corporation</p> <p>By: _____ _____ Mayor</p> <p>APPROVED AS TO FORM</p> <p>By: _____ Attorney for City</p> <p>ATTEST:</p> <p>By: _____ _____ City Manager</p>
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**EXHIBIT C**

Revised Legal Description of Expansion Premises

**EXHIBIT C-1**  
Revised Parcel Map of Expansion Premises