

**Claremont Hills Wilderness Park Parking Lot Lease**  
**By and Between**  
**Pomona Valley Protective Association and City of Claremont**

This lease ("Lease") is made and executed on June 6, 2012, by and between Pomona Valley Protective Association, a California non-profit Corporation, (hereinafter referred to as "Lessor") and the City of Claremont, a municipal corporation (hereinafter referred to as "Lessee"). Lessor and Lessee may be referred to in this Lease individually as "Party" or collectively as "Parties."

Lessor is the legal owner and record holder of title of the real property known as the Thompson Creek Spreading Grounds, located in the vicinity of North Mills Avenue and Thompson Creek Road adjacent to the Claremont Hills Wilderness Park, which is depicted in Exhibit "A," attached hereto (the "Property").

Lessee has proposed to lease, for a term of years as specified herein, approximately 1.45 acres of the Property from Lessor for purposes of constructing and maintaining a parking lot in connection with accessing the Claremont Hills Wilderness Park for a term of years, subject to the following covenants, terms and conditions.

In consideration of the covenants and agreements set out below which shall serve as valuable consideration for purposes of this Lease without any payment of monetary consideration, it is agreed by the Parties, as follows:

Section 1. Lessor leases to Lessee for an initial term of ten (10) years ("Initial Term"), commencing on August 1, 2012, for use by Lessee as a parking lot in connection with the Claremont Hills Wilderness Park the portion of the Property depicted in Exhibit "B" referred to herein as the "Leased Premises".

Section 2. The term of this Lease shall be automatically renewed for an additional 10-year period commencing August 1, 2022, and ending July 31, 2032 ("Renewal Term"), unless Lessor delivers to Lessee written notice of Lessor's intention to terminate the Lease on or before February 1, 2022.

Section 3. The Lessor agrees with the Lessee as follows:

(A) The Lessor will put the Lessee in actual possession of the Leased Premises at the beginning of the Initial Term, and the Lessee shall have non-exclusive use of the Leased Premises during the Initial Term of the Lease and during the Renewal Term, if applicable, as provided in Section 2 of this Lease. Following coordination with Lessee for purposes of minimizing impacts on use of the parking lot, Lessor may utilize the Leased Premises in connection with Lessor's spreading grounds activities, including maintenance and operation.

(B) The Lessee, during the term of the Lease, shall pay on a pro-rata basis according to the ratio of land area of the Property to the Leased Premises general property taxes, special taxes or assessments (collectively, "Taxes or Assessments") levied against the Property, or any increased Taxes or Assessments levied against the Property in connection with this Lease or the Leased Premises; and any permit or regulatory fees, fines or charges which may be specifically assessed, levied or imposed upon the Leased Premises and which may become due and payable during the term of the Lease.

(C) Subject to the California Environmental Quality Act and other laws, rules and regulations, including, without limitation, permits or regulatory approvals, Lessee, at its own expense, and upon notice to and consent of Lessor, which consent shall not be unreasonably withheld, shall have the right (but shall not be required) to make alterations and improvements upon the Leased Premises, including the right to remove trees, shrubs and underbrush, to excavate, grade or fill, to install storm water drain lines, catch basins, to construct or erect retaining walls, embankments, curbs, fences, or barricades, to install underground electric wiring, parking meters, to erect light poles and flood lights; to install and operate parking control and monitoring devices such as meter boxes, and to pave and surface the Leased Premises ("Improvements").

**Section 4. Lessee covenants and agrees with the Lessor as follows:**

(A) The Lessee shall pay for all labor and material in connection with any installation of Improvements on the Leased Premises and Lessee shall keep the Leased Premises and any Improvements on the Leased Premises free and clear of all liens for labor or materials furnished; and Lessee will, at its own cost and expense, defend each and every lien asserted or claim filed against the Leased Premises for the work or Improvements made on the Leased Premises and shall pay any judgments which may be entered against Lessor or Lessee arising from any lien for labor or materials and shall save the Lessor and its successors or its agents harmless from any claims and actions on account of the claims, liens, or judgments arising out of or connected with any construction work, Improvements or repairs made to the Leased Premises during the term of this Lease.

(B) In connection with the operation and use of the Leased Premises, the Lessee shall not do or allow anything to be done on the Leased Premises by which persons or property on the Leased Premises may be injured or endangered and the Lessee shall hold the Lessor harmless from and against all claims, liabilities, damage, loss, or expense for injury to persons or property on the Leased Premises or the Property (the latter only to the extent the presence of persons or property is in connection with the Leased Premises). Lessee shall procure and deliver to Lessor a policy or certificate of insurance issued by a responsible casualty insurance company evidencing that Lessor is an additional insured against claims for loss, cost, or injury to persons or property incurred upon the Leased Premises and the Property (the latter only to the extent the presence of persons or property is in connection with the Leased Premises), arising out of or caused by acts of commission or omission of Lessee; his or her agents, employees, patrons or other persons on the Leased Premises or the Property. If Lessee shall fail to do so then Lessor may obtain the insurance and keep it in force during the term of this Lease and upon Lessor's

demand for payment the cost of the insurance shall be payable to Lessor. The insurance policy shall have a minimum limit of \$5 million dollars for bodily injury to any one person and \$10 million dollars for bodily injury in the aggregate, also a minimum limit for property damage of \$5 million dollars and shall contain a clause obligating the insurer to notify Lessor at least ten (10) days prior to any termination.

(C) Upon termination or expiration of this Lease, all of the additions and Improvements made to the Leased Premises by Lessee shall become the property of the Lessor, with the exception of parking meter equipment.

(D) The Lessee shall be solely responsible for the maintenance of the Leased Premises, and shall maintain the Leased Premises in a manner consistent with the maintenance of parking lots owned by Lessee.

(E) If Lessee determines in Lessee's sole discretion to charge parking, use/user fees or charges, such fees or charges shall be uniform for all users of the Leased Premises regardless of the location of the users' residency or domicile. The Parties may determine to enter into one or more other agreements for purposes including, but not limited to, the use and/or ownership of the Property or Leased Premises, and responsibility for the cost of constructing all or part of the Improvements and in connection therewith may include provisions for free parking and/or differential parking, use/user fees or charges.

Section 5. It is agreed by the Parties as follows:

(A) The Lessor shall not be liable for any loss, damage or injury to the property of the Lessee or to persons, property or effects of any other person, firm, or corporation, arising out of or due to the use of the Leased Premises.

(B) No waiver, by either Party, of a breach of any covenant contained here, shall be construed to be a waiver of any succeeding breach of the same covenant.

(C) Lessee shall have the right to regulate the use and operation of the Leased Premises and to determine the hours of operation of the Leased Premises and the rates to be charged.

(D) At the option of either Party this Lease (or a memorandum of this Lease which shall be executed by all of the Parties to the Lease) may be filed in the office of the Recorder of Deeds of Los Angeles County.

Section 6. Any and all notices at any time to be served upon the Parties shall be in writing and shall be sent by United States mail, postage prepaid, certified mail with return receipt requested. Any notice by the Lessee to the Lessor shall be mailed to it at 414 Yale Avenue, Suite H, Claremont, Ca. 91711 or to such other persons, firm or corporation or at such other place as Lessor may, in writing designate. Any notice by the Lessor to the Lessee shall be addressed to The City of Claremont, 207 Harvard Ave., Claremont, Ca. 91711, or to such other person, firm or corporation, or at such other place as Lessee may

in writing designate. Any notice given as specified here shall be transmitted by United States mail, postage prepaid, certified mail with return receipt requested, and notice so given shall be deemed delivered as of the date of certification in any United States Post Office.

Section 7. All of the covenants and agreements contained here shall be binding upon the Lessor and Lessee jointly and severally, and shall be binding upon and inure of the benefit to the Parties to this agreement, their heirs, executors, administrators, successors and assigns.

Section 8. Should any litigation be commenced between the Parties to this Lease concerning the Property or the Leased Premises, this Lease, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted as the result of said litigation, to a reasonable sum for its attorneys' fees.

Section 9. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Section 10. Except as otherwise expressly provided herein, the execution and delivery of this Lease shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.

Section 11. The terms of this Lease may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

Section 12. This Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 13. Lessor and Lessee warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each Party for whom they sign to perform as provided herein.

Section 14. This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Lessee and Lessor as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to any employees, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.


In witness whereof the Parties have executed this instrument on the date written above.

**SIGNATURE PAGE**

Pomona Valley Protective Association

By:   
William McDonald, President

APPROVED AS TO FORM:

By:   
John J. Schatz  
General Counsel

City of Claremont

By:   
Tony Ramos, City Manager

ATTEST:

By:   
Lynne E. Fryman, City Clerk  
FRYMAN

APPROVED AS TO FORM:

By:   
Best Best & Krieger LLP  
City Attorney

EXHIBIT "A"

Depiction of Thompson Creek Spreading Grounds

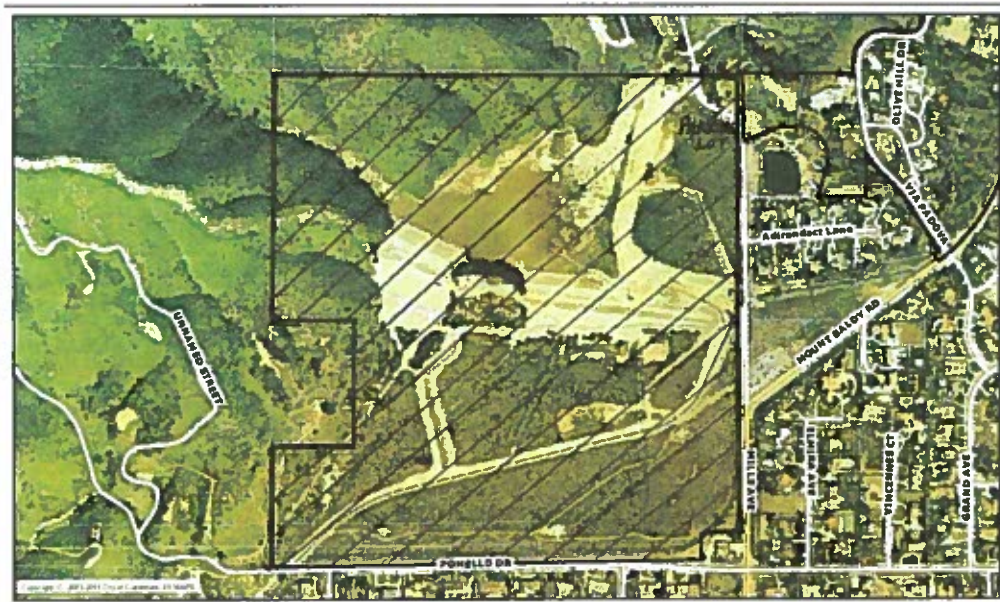
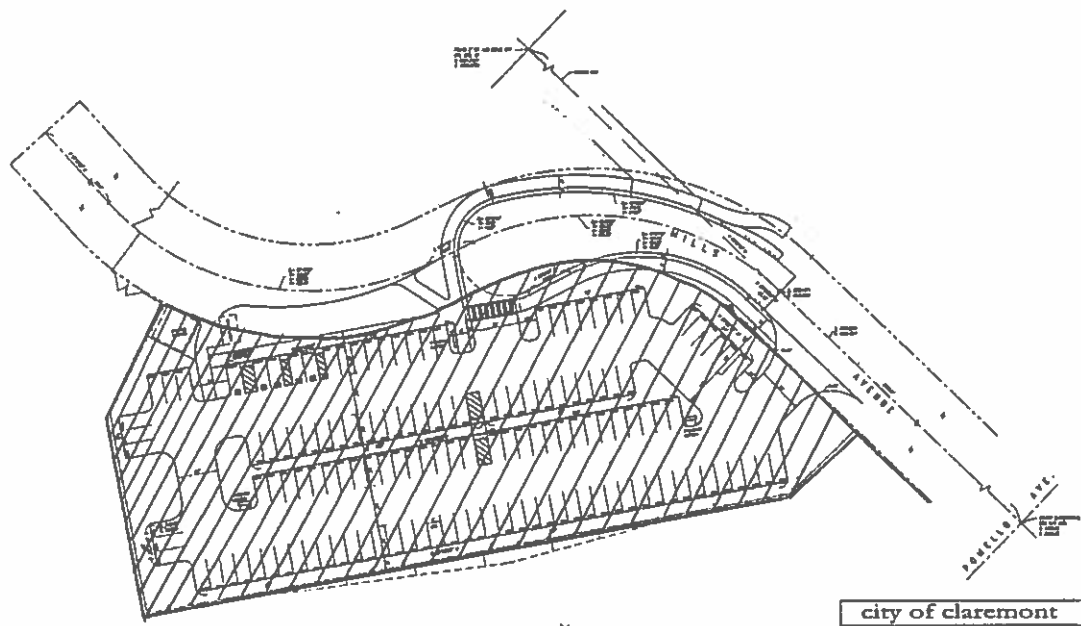


EXHIBIT "B"

Depiction of the Leased Premises



CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the Lease dated as of June 6, 2012, between the City of Claremont, a California municipal corporation, as lessee, and the Pomona Valley Protective Association, a California non-profit corporation, as lessor, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Claremont pursuant to authority conferred by Minute Order of said City Council adopted ~~June~~ <sup>July</sup> 8, 2012, and the lessee consents to recordation thereof by its duly authorized officer.

Dated: June 6, 2012

THE CITY OF CLAREMONT, a California municipal corporation

By: Tony Ramos  
Tony Ramos, City Manager